Office Supreme Court U. S.
FILED,
MAR 20 1891
JAMES H. McKENNEY,
CLERK.

IN THE

SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, A. D. 1889.

No. 614.

WM. L. BORAH, ET AL.,
Appellants.

vs.

JOS. E. WILSON, COUNTY CLERK, and
O. P. PATTERSON, COUNTY COLLECTOR AND TREASURER WAYNE COUNTY, ILLINOIS.,
Appellees.

BILL FOR INJUNCTION AND TO CANCEL BONDS ISSUED BY WAYNE COUNTY.

STATEMENT.

GEORGE A. SANDERS,
For above named Defendants.

SPRINGFIELD, ILL.:
H. W. ROKKER, PRINTER AND BINDER.
1889.

Office Supreme Court U. S.
FILED,
MAR 20 1891
JAMES H. McKENNEY,
CLERK.

IN THE

SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, A. D. 1889.

No. 614.

WM. L. BORAH, ET AL.,
Appellants.

vs.

JOS. E. WILSON, COUNTY CLERK, and
O. P. PATTERSON, COUNTY COLLECTOR AND TREASURER WAYNE COUNTY, ILLINOIS.,
Appellees.

BILL FOR INJUNCTION AND TO CANCEL BONDS ISSUED BY WAYNE COUNTY.

STATEMENT.

GEORGE A. SANDERS,
For above named Defendants.

SPRINGFIELD, ILL.:
H. W. ROKKER, PRINTER AND BINDER.
1889.

IN THE

SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, A. D. 1889.

No. 614.

WM. L. BORAH, ET AL.
Appellants.

vs.

JOS. E. WILSON, COUNTY CLERK, and
O. P. PATTERSON, COUNTY COLLECTOR AND TREASURER, WAYNE COUNTY, ILLINOIS.
Appellees.

BILL FOR INJUNCTION AND TO CANCEL BONDS ISSUED BY WAYNE COUNTY.

STATEMENT.

On the 9th and 19th days of September, 1869, Wayne County, Illinois, issued 100 county bonds at $500, and they were duly registered by the State Auditor of Illinois, under the Act of April 16, 1869, and on the 11th day of September and the 7th day of December, 1869, the $50,000 with interest at 7 per cent., payable January and July 1, annually, to the Illinois Southeastern Railroad Company, due January 1, 1890.

On September 9th, 1869, and November 19th 1869, and 6th day of May, 1870, the said county issued 500 bonds at $100, due July 1, 1889, with interest at 7 per cent., payable January and July 1, annually, and duly registered by the State Auditor of Illinois, December 7, 1869, and January 24, 1870, to the same Railroad Company, $50,000.

And on the 6th of May, 1870, and due May 6, 1890, the said county issued 100 bonds of $1,000 each, with 7 per cent. interest, due January and July 1, annually, and duly registered by the State Auditor of Illinois, on the 9th day of May, 1870. These bonds were all payable with their interest coupons at the American Exchange National Bank of New York City, $200,000 in all.

$100,000 were issued as subscription bonds, and $100,000 as donation bonds.

The donation bonds were of $1,000 each, and were all of the same form. A copy of bond No. 1 is as follows:

No. 1. UNITED STATES OF AMERICA. $1,000.

STATE OF ILLINOIS.

WAYNE COUNTY RAILROAD BOND.

Registered by the Auditor of Public Accounts of the State of Illinois. Principal and interest collected and paid by Treasurer of State of Illinois.

Know all Men by these Presents: That the County of Wayne, State of Illinois, acknowledges itself to owe and be indebted to the "Illinois Southeastern Railway Company," or bearer, in the sum of one thousand dollars, which sum the said County of Wayne promises to pay, at the American Exchange National Bank, in the City of New York, on the first day of January, A. D. 1890, the said

county reserving the right to pay this at any time after ten years from the date of its issue, with interest at the rate of seven per centum per annum, payable semi-annually, on the first days of January and July of each year, on the presentation and surrender of the annexed coupons. This bond is one of a series of bonds issued by Wayne County to aid in the construction of the Illinois Southeastern Railway in pursuance of the authority conferred by an act of the General Assembly of the State of Illinois, entitled, "An Act to incorporate the Illinois Southeastern Railway Company," approved February 25, 1867, and an act amendatory thereof, approved February 24, 1869, and of an election of the legal voters of Wayne County, Illinois, held on the 25th day of February, 1868, under the provisions of said act. This bond, is not to become a binding obligation on the County of Wayne until the following conditions are complied with, to-wit: that said company shall have completed, or cause to be completed, the whole line of said railroad within the limits of Wayne County, and the cars be running upon the same; and for the payment of said sum of money and the interest accruing thereon, in the manner aforesaid, upon the performance of said condition, the faith of the said County of Wayne is hereby irrevocably pledged.

In witness whereof, the said County of Wayne has executed this bond by causing the chairman of its board of supervisors to subscribe his name hereunto, and to be countersigned by the clerk of this court, and affixing the seal of said court; all of which is done by and under the orders of the board of supervisors of Wayne County, at Fairfield, this the sixth day of May, A. D. 1870.

DANIEL WINGATE,
Chairman Board of Supervisors.

Countersigned by,

{SEAL}. OLIVER HOLMES,
Clerk of County Court.

STATE OF ILLINOIS, AUDITOR'S OFFICE,
SPRINGFIELD, May 9, 1870.

I, Charles E. Lippincott, Auditor of Public Accounts of Illinois, do hereby certify that the within bond has been

registered in this office this day, pursuant to the provisions of an act entitled "An act to amend an act entitled, An act to incorporate the Illinois Southeastern Railway Company," approved February 25th, 1869, as well as the provisions of an act entitled "An act to fund and provide for paying the railroad debts of counties, townships, cities and towns," in force April 16, 1869.

In testimony whereof, I have hereunto subscribed my name and affixed the seal of my office, the day and year aforesaid.

C. E. LIPPINCOTT,
Auditor of Public Accounts.

STATE OF ILLINOIS, } ss.
WAYNE COUNTY. }

"I, Oliver Holmes, clerk of the county court of Wayne county, in the State of Illinois, do hereby certify that the county court of said county have entered an order on the records of said county court, directing me to endorse upon this bond the following words, to-wit:

"ALL THE CONDITIONS UPON WHICH THIS BOND WAS TO BECOME A BINDING OBLIGATION OF THE COUNTY OF WAYNE HAVE BEEN COMPLIED WITH."

"In testimony whereof, I hereto affix my hand and the seal of said court, at Fairfield, this 6th day of May, A. D. 1870.

OLIVER HOLMES, *Clerk.*"

[*Copy of Subscription Bonds.*]

No. 92. UNITED STATES OF AMERICA. $500.

STATE OF ILLINOIS.

WAYNE COUNTY RAILROAD BOND.

Registered by Auditor of Public Accounts of the State of Illinois. Principal and interest collected and paid by the Treasurer State of Illinois.

Know all men by these presents: That the county of Wayne, State of Illinois, acknowledges itself to owe and

be indebted to the "Illinois Southeastern Railway Company," or bearer, in the sum of five hundred dollars, which sum the county of Wayne promises to pay, at the American Exchange National Bank, in the city of New York, on the 1st day of January, A. D. 1890, the said county reserving the right to pay this bond at any time after five years from the date of its issue, with interest at the rate of seven per centum per annum, payable semi-annually, on the first days of January and July each year, on the presentation and surrender of the annexed coupons. This bond being issued under and pursuant to orders of the county court of Wayne county, Illinois, for subscription to the capital stock of the Illinois Southeastern Railway Company, as authorized by virtue of the laws of the State of Illinois; and the faith of the county of Wayne is hereby irrevocably pledged for the payment of said principal and interest as aforesaid.

In witness whereof, the said county of Wayne has executed this bond by causing the chairman of its board of supervisors to subscribe his name hereto, and to be countersigned by the clerk of this court, and affixing the seal of said court; all of which is done at Fairfield, Illinois, by and under the order of the board of supervisors of Wayne county, this the nineteenth day of November, A. D. 1869.

DANIEL WINGATE,
Chairman Board of Supervisors.

Countersigned by
{SEAL.} OLIVER HOLMES,
Clerk of County Court.

AUDITOR'S OFFICE, ILLINOIS,
SPRINGFIELD, December 7th, 1869.

I, Charles E. Lippincott, Auditor of Public Accounts of the State of Illinois, do hereby certify that the within bond has been registered in this office this day, pursuant to the provisions of an act entitled "An act to fund and provide for paying the railroad debts of counties, townships, cities and towns," in force April 16, 1869.

In testimony whereof, I have hereunto subscribed my name and affixed the seal of my office, the day and year aforesaid.

C. E. LIPPINCOTT,
Auditor Public Accounts.

The bonds of $100 are of same tenor and effect as the above, save as to the amount and numbers of bond.

The legislative authority nnder which these bonds were issued is found in the act to incorporate the Illinois Southeastern Railway Company, February 26, 1867.

Private Laws of Illinois, 1867, Vol. 2, page 750.

The amendatory act thereto, in force Feb. 24, 1869.

Private l aws of 1869, Vol. 3, page 308.

The act to change the time of electing certain officers in a county therein named. In force February 28, 1867.

Public Laws of 1867, page 102.

The case at bar is a proceeding by taxpayers to enjoin the collection of taxes to pay the interest on the above bonds. It was commenced in 1886, in the Wayne County Circuit Court, and removed to the United States Circuit Court for the Southern District of Illinois. It was a bill for an injunction and to cancel the bonds issued by Wayne County. After the removal of the case to the United States Circuit Court, answers were filed to the bill by John Ware. by his solicitors, Bailey & Sedgewick and Geo. M. Brinkerhoff.

[See Transcript of Record, pages 48-49.]

And by William Bean, Wm. B. Skinner, John Waterman, O. F. Page, Treas., Andrew Potter and John A. Peters, by their solicitors, Sanders & Haynes.

[See Transcript of Record, pp. 51-52-57.]

And by August T. Post and the Society for Savings, by their solicitors, Connelly & Mather.

Transcript of Record, pp. 59-69.

All of these defendants were, by order of court, on their petitions in due form, made defendants in the case, and on legal proof that they were the owners and holders of the bonds and coupons named in their several petitions, purchased for a valuable consideration by them, severally, in open market, for an investment, without any notice of any claimed want of authority to issue these bonds, or of any irregularity in their issue, and before the commencement of this suit. They are, therefore, entitled to all the privileges and benefits of *bona fide* holders, for value paid, and without notice.

STIPULATIONS.

At the June term of the United States Circuit Court, for the Southern District of Illinois, 1886, the following stipulations were filed by the attorneys for the complainants and defendants, to-wit:

It is admitted that the complainant's are taxpayers of Wayne County, Illinois.

Complainants have leave to substitute the amended printed bill of complaint for the original, with leave to withdraw the original copy.

It is admitted that "Exhibit A," of complainants, correctly sets forth the division of the county of Wayne, March term, 1860, into township organizations.

It is agreed that the act of Feb. 28, 1867, of the Legislature of the State of Illinois, entitled "An act to change the time of electing certain officers in a county therein named," also the original act and amendatory act incorporating the Ill. S. E. R. R. Co., approved, respectively, on Feb. 25, 1867, and Feb. 24, 1869, are admitted as evidence; also, that taxes have been regularly extended, collected, and paid, to pay interest on said bonds under the registration.

That the parties holding the said bonds are *bona fide* holders without notice, except as to the want of power as declared by the various acts of the Legislature, referred to in the bill and answers.

It is admitted that no election was held by the voters of Wayne county directly on the question of adopting the act of Feb. 28, 1867, entitled, "An act to change the time of electing certain officers in a county therein named," but an election was held by said voters in May, 1867, under said act, for the election of district supervisors for the several districts of said county, as specified in said act, at which election supervisors were elected for the several districts of said county, in accordance with the provisions of said act.

It is further stipulated that the following exhibits, "A and B", are true copies, one of each of the subscription

and donation issue of said bonds, together with the certificates and endorsements thereon.

H. TOMKINS,
BELL & GREEN,
For Plaintiffs.
CONNOLLY & MATHER,
BAILEY & SEDGEWICK, and
SANDERS & HAYNES,
For Defendants.

Filed Sept. 29, 1886.

(Transcript of Record, p. 81-82.)

On the 5th of Oct., 1886, the bill was submitted to the court on pleadings and proofs; and the court having heard and considered the same, as well as the arguments of counsel thereon, and being sufficiently advised in the premises, doth order and decree that the complainants' bill be dismissed with costs, to be taxed.

[Record, p. 89.]

From this decision the case was appealed to this court of final resort.

These bonds are claimed to be void because the acts under which they claim to have been issued. Those of Feb. 24, 1869, and of Feb. 25, 1867, are unconstitutional and void, and in violation of article 7, section 6, and also of article 9, section 5, of the Constitution of Illinois of 1848.

That the title of the act of Feb. 28, 1867, is not in conformity with the requirements of the Constitution then in existence, that of 1848.

The bonds appear to have been regularly and legally issued in conformity with the laws of the State, as therein stated. The county regularly levied and collected the taxes for that purpose, and paid the interest on these bonds twice a year, January and July 1st, for *some eighteen years*. The defendants, under the stipulations, are admitted to be *bona fide* holders for value, and without notice.

Therefore, under these circumstances, *absolute want of legislative power to issue them, is the only possible ground on which they can be held void.*

There is, therefore, but one question in the case to be considered, and that is, whether the acts granting the power, under which they were issued, *were constitutional?*

We think this question has already been settled by the State Supreme Court of Illinois, in the case of *Lewis D. Leach* v. *The People ex rel. O. P. Patterson*, 122 Ill. 420, decided at the June term, 1887.

It was a proceeding to restrain the collection of taxes to pay interest on these bonds. All the questions raised in the case at bar were then presented and exhaustively argued, and even that court could find no possible tenable ground for holding the bonds void.

Again this court passed upon the constitutionality of these same acts of the Legislature in the case of *Harter Township* v. *Kernochan*, 103 U. S. 562, and the case of *Bonham* v. *Needles*, 103 U. S. 648, and as we understand

held the acts constitutional, and the bonds issued under them valid obligations.

It would seem that this court, having held these acts under which these bonds were issued, in full harmony with the constitution—the Circuit Court of the United States for the Southern District of Illinois, having held valid the whole issue and dismissed the bill with costs in the case at bar, and the State Supreme Court in the *supra case*, 122, Ill. 420 decided, *since the commencement of the suit at bar*, and on exactly a similar case, after a careful consideration of all the questions in this case presented, ought to be a finality, and that these bonds ought to be held valid obligations of the county of Wayne, and the decision of the court below affirmed with costs.

COPY OF SO MUCH OF THE STATUTES AS REFER DIRECTLY TO THE CASE AT BAR.

Section 7 of the Act of Incorporation February 25, 1867, Private laws of Illinois, Vol. 2, 1867, p. 752, granting power to counties to make donation in aid of said Railroad is as follows:

"The county court or *board of supervisors*, (where such county has adopted township organization) of any county into, or through which this road or its branches may pass, is hereby authorized and fully empowered to donate to said company, as a bonus or inducement towards the building of said railroad or its branch, any sum not exceeding one hundred thousand dollars, and may order the clerk of the county court, *or board of supervisors of such county to issue bonds of the county to the amount donated;* and such clerk of the county court or *board of supervisors*, as the case may be, *of such county, shall countersign and deliver such bonds so issued to the president or directors of said company;* which said bonds may bear any rate of interest not to exceed ten per cent. per annum, payable at

maturity of the bonds, as hereinafter expressed, and yearly thereafter: *Provided*, that no donation by the county court or board of supervisors of any such county shall be of a greater sum than fifty thousand dollars, until after the question of such larger donation shall have been submitted to the legal voters of such county, at an election to be called, conducted, returns made, canvassed and published, in the usual manner of calling, conducting, making returns, canvassing and publishing special county elections; at which election each voter shall vote a ticket upon which is written or printed the words, "For Donation" or "Against Donation," and if a majority of the ballots cast at such an election be in favor of donation, it shall be the the duty of the county court or board of supervisors of such county so voting to donate some amount, not less than fifty thousand dollars, nor more than one hundred thousand dollars, to said company, and to order the issuing of bonds of the county, as hereinbefore provided, for the amount so donated; which bonds shall be made payable to the directors of said company, and may be in any denomination of not less than one hundred, nor more than one thousand dollars each, at the discretion of the said county court issuing the same: *Provided*, that the bonds of any county so donated and issued shall not mature nor become due or payable, nor any of the interest accruing thereon, or upon any part thereof, until the said company shall have completed or caused to be completed so much of the line of said road or its branch as may be within the county so donating, or when some certain specified section or part of the road shall have been finished, as may be agreed upon between this company and the county court, or *board of supervisors* of the county making the donation; and each of said bonds shall declare upon its face the conditions upon which it is to become due."

The text, material to the issues in this case, of the Amendatory Act of Incorporation of the Illinois Southeastern Railway Company, that of February 24, 1869. Private Laws of Illinois, 1869, Vol. 3, p. 308, referring to the subscription bonds, reads as follows, to-wit:

"*Section 10.* That any village, city, *county*, or township organized under the township organization law, or ANY OTHER LAW OF THIS STATE, along or near the route of said railway or its branches, or that are in anywise interested therein, may, in their corporate capacity, subscribe to the stock of said company or make donations to said company, to aid in constructing and equipping said railway: *Provided*, that no such subscriptions or donations shall be made until the same shall be voted for, as hereinafter provided. That whenever twenty legal voters of any such city, village, *county* or township shall present to the clerk thereof a written application, requesting that an election shall be held to determine whether such village, city, county or township shall subscribe to the capital stock of said company or make donation thoreto, to aid in the building or equipping said railway, stating the amount, and whether to be subscribed or donated, and the rate of interest and times of payment of the bonds to be issued in payment thereof, such clerk shall receive and file such application, and shall immediately proceed to post written or printed notices, calling an election to be held by the legal voters of such village, city, county or township, which notice shall be posted in ten of the most public places of such village, city, county or township, for thirty days preceding an election; and said notices shall state fully the objects of such election; and such election shall be held and conducted and returns thereof made as general elections provided by law in this State, and as provided by the Charters of any such village or city: *Provided*, that at any election held under the provisions of this act it shall not be necessary to cause a registration of the voters of such villages, cities, counties or townships; and if a majority of the votes cast at such election shall be in favor of such subscription or donation, then the corporate authorities of such village, city, county or township organized under the township organization laws of this State, the supervisors of such township shall subscribe to the capital stock of said company or donate thereto, as shall have been determined at such election, the amount so voted at such election, and shall issue the bonds, with interest

coupons atrached, of such village, city, county or township, to said railroad company, in such denominations as said railway company may designate—said bonds drawing interest at a rate not exceeding ten per cent. per annum, and interest on said bonds to be paid semi-annually, and said bonds to be paid in twenty years from the date of their issue, with the privilege reserved to said villages, cities, counties or townships of paying said bonds at any time after five years from the date of their issue; and said bonds to be signed, in case of a village, by the chairman of the board of trustess thereof, in case of a city, by the mayor thereof, *in case of a county by the county judge, or* THE CHAIRMAN OF THE BOARD OF SUPERVISORS THEREOF; and in case of a township by the supervisor thereof; and, in all cases, to be countersigned by the clerk of said village, city, county or township. And any such village, city, county or township subscribing or making donation to such railway as aforesaid, shall, by its proper corporate authorities, annually thereafter, levy and collect a sufficient tax on its assessed property to pay the interest on its bonds issued as aforesaid, as the interest becomes due, and provide in due time to pay the principal at maturity.

Section 11 of this Act was repealed February 24, 1869.
Private Laws of Illinois, 1869, vol. 3, p. 315.

Section 12 is as follows, to-wit: "That when payment of subscription to the capital stock of said company, or payments for donation to said company have been or shall be made by villages, cities, counties or townships, in bonds of such villages, cities, counties or townships, under any act authorizing such subscriptions or donation to be made, all such bonds issued or negotiated by the proper authorities of such villages, cities, counties or townships, and *appearing regular on the face thereof, shall, in the hands of said company or any other bona fide holder thereof, be deemed and taken, in all courts and elsewhere, as prima facie* evidence of the regularity of everything re-

quired by the several acts in relation to the issue of said bonds, or any other act to be done preliminary to the issuing and negotiation of said bonds.

"*Section 13.* Whereas, in section seven of the act to which this is an amendment, it was provided that any bonds in payment of any donations made by counties to said railway company, that each of said bonds should declare upon its face the conditions upon which it should become due; and, Whereas, the election notices heretofore issued by the proper authorities of any such counties making donations to said railway company, as well as the act to which this act is an amendment, contains certain conditions required to be fulfilled by said railway company before *the bonds of such county* should become due and payable, and which conditions were by such notices, as well as by the act to which this act is an amendment, required to be inserted in the face of such bonds to be issued by such counties; therefore, *be it further enacted*, that upon a full and complete performance by said company of all the conditions upon which said bonds were to become binding obligations of the counties issuing the same, it shall be the duty of the county court, or board of supervisors, where such county is under township organization, of the respective counties making such donation, to enter an order upon their records, at a regular or special term of their court, directing the clerk of such court to certify, over his official seal, upon the back of each of said bonds so issued, in language as follows, to-wit: '*All of the conditions upon which this bond was to become a binding obligation of the county of ..... have been complied with.*'"

Section 14, latter part, is as follows, to-wit: "Nothing in this section shall be construed to change the rate of interest or payment of principal of said bonds, as provided on their face, or in anywise to impair the rights of the holder of said bonds to collect either interest or principal, in case of any default in payment of the same."

Act of February 27, 1867, Public Laws of Illinois, 1867, page 102.

ELECTIONS.

Title: "An Act to change the time of electing certain officers in a county therein named."

"*Section 1. Be it enacted, etc.*, That the board of supervisors in Wayne county shall consist of five persons, to be elected in the following manner, to-wit: The townships of Four Mile, Hickory Hill and Arrington, shall constitute the first electoral district of said county, and shall be entitled to one member of said board; the townships of Big Mound, Lamard, Jasper and Barn Hill, shall constitute the second electoral district in said county, and be entitled to two members of said board; the townships of Leech, Massillon, Mount Erie and Elm River, shall constitute the third electoral district in said county, and be entitled to one member of said board; the remainder of said Wayne county shall constitute the fourth electorial district, and shall be entitled to one member of said board.

"*Section 2.* There shall be elected on the first Tuesday in April, one thousand eight hundred and sixty-seven, and every four years thereafter, in each of said electorial districts, one member of the board of supervisors of said Wayne county, who shall each hold their office for the term of four years, or until their successors are elected and qualified, except in the second district of said county, which shall elect two members of said board, as provided in section one of this act, who shall hold their office for the said term of four years, and until their successors are elected and qualified.

"*Section 3.* Said board, so composed, shall, at their first meeting, organize by electing one of their number chairman, for the term of four years, who shall be allowed to vote upon all questions as other members of said board. And said board, when so organized, *shall do and perform all duties enjoined upon the board of supervisors acting under the general township organization laws of the State, and shall have all the powers and privileges of boards of*

supervisors acting under such general township organization laws; and any three of said board shall constitute a quorum for the transaction of any business."

"*Section 8.* This act shall be deemed and taken *as a public act*, and be in force from and after its passage."

"*Approved February 28, 1867.*"

Article VII, Section 6, Constitution of 1848, Illinois Statutes, Vol. 1, 1885, p. 83, is as follows, to-wit:

"*Section 6.* The General Assembly shall provide, by a general law, for a township organization, under which any county may organize whenever a majority of the voters of such county, at any general election, shall so determine; and whenever any county shall adopt a township organization, *so much of this constitution as provides for the management of the fiscal concerns of said county by the county court may be dispensed with, and the affairs of said county* MAY BE TRANSACTED IN SUCH MANNER AS THE GENERAL ASSEMBLY MAY PROVIDE."

ARTICLE III, SECTION 23, CONSTITUTION OF 1848, ILLINOIS STATUTES, Vol. 1, 1885, p. 72, is as follows, to-wit:

"*Section 23.* * * * And no private or local law which may be passed by the General Assembly, shall embrace more than one subject, and that shall be expressed in the title." * * *

POINTS AND AUTHORITIES.

ALL THE QUESTIONS OF FACT AND OF LAW PRESENTED IN THIS CASE, HAVE BEEN DECIDED AND THEIR BONDS HELD VALID, AND THE ACTS OF THE LEGISLATURE UNDER WHICH THESE AND SIMILAR BONDS WERE ISSUED, HAVE BEEN HELD NOT REPUGNANT TO THE CONSTITUTION OF THE STATE BY BOTH FEDERAL AND STATE COURTS.

Harter v. *Kernochan*, 103 U. S. 562.

Bonham v. *Needles*, 103 id. 648.

Leach v. *The People ex rel. Patterson*, 122 Ill. 420.

THE DISTRICT SUPERVISORS ELECTED IN MAY, 1867, UNDER THE ACT OF FEBRUARY 28, 1867, WERE DEFACTO, THE SUPERVISORS OF WAYNE COUNTY AT THE TIME THESE BONDS WERE ISSUED, AND THEIR ACTS, AS FAR AS THIRD PARTIES AND THE PUBLIC ARE CONCERNED, ARE BINDING UPON THE COU TY.

Harter v. *Kernochan*, 103 U. S. 562.
Bonham v. *Needles*, id. 648.
Leach v. *The People ex rel. Patterson*, 122 Ill. 420.
The State v. *Carroll*, 38 Conn. 449.
Norton v. *Shelby County*, 118 U. S. 446.
The People v. *Ammons*, 5 Gil. (Ill.) 105.
Prickett v. *The People*, 1 id. 525.
Guyer v. *Andrews*, 11 Ill. 494.
Brooklyn v. *Ins. Co.* 99 U. S. 362.
Trumbo v. *The People*, 75 Ill. 561.
Mapes v. *The People*, 69 Ill. 523.
People ex rel. Ballou v. *Bangs*, 24 id. 184.

THE ACT OF FEBRUARY 28, 1867, BY ITS TERMS IS DECLARED TO BE A PUBLIC ACT, AND IN FORCE FROM AND AFTER ITS PASSAGE, AND ITS TITLE IS NOT IN VIOLATION OF SECTION 23, OF ARTICLE 3, OF THE CONSTITUTION OF 1848.

Railroad v. *Gregory*, 15 Ill. 20.
Wade v. *Walnut*, 103 U. S. 692.
San Antonio v. *Mehaffy*, 96 U. S. 312.
Bureau County v. *C., B. & Q. R. R. Co.*, 44 Ill. 229.
Unity v. *Burrage*, 103 U. S. 458.
Bonham v. *Needles*, id. 648.
Harter v. *Kernochan*, 103 id. 562.
Cooley's Const. Lim., 182, and notes.

People v. *Solomon*, 46 Ill. 333.
McVeagh v. *City of Chicago*, 49 id. 318.
Lucas v. *Harris*, 20 id. 164.

THE VOTERS OF THE COUNTY OF WAYNE, AFTER THE REPEAL OF THE ACT OF FEBRUARY 28, 1867, UNDER WHICH THE BOARD OF DISTRICT SUPERVISORS WERE ELECTED, RATIFIED AND CONFIRMED THEIR ACTS IN ISSUING THE BONDS BY LEVYING AND COLLECTING THE TAXES AND PAYING THE INTEREST FOR 17 YEARS, UNDER THE AUTHORITY OF THE CONSTITUTION OF 1848.

Keithsburg v. *Frick*, 34 Ill. 422.
Johnson v. *County of Stark*, 24 id. 75.
Hoyt v. *Thompson*, 19 N. Y. 218.
Peterson v. *The Mayor*, 17 id. 453.
Bank of the U. S. v. *Dandridge*, 12 Wheat. 70.
County of Randolph v. *Post*, 93 U. S. 502.
Story on Agency, ed. 1863, § 239.
Fletcher v. *U. S. Bank*, 8 Wheat. 363.
Supervisors v. *Schenck*, 5 Wall. 728.
Miles v. *Gleason*, 11 Wis. 490.
Bissell v. *Railroad*, 22 N. Y. 264.
First Nat. Bank of Oswego v. *Town of Wolcott*, 7 Fed. Rep. 892.
Town of Ontario v. *Irwin*, 3 Fed. Rep. 49.
Whiting v. *Town of Potter*, 2 Fed. Rep. 517.
Pendleton Co. v. *Amy*, 13 Wall. 297.
Commissioners v. *January*, 4 Otto. 202.
County v. *Vasgell*, 94 U. S. 688.
Ralls County Court v. *United States*, 105 U. S. 733.
Ottawa v. *Carey*, 108 U. S. 110.

THE LEGISLATIVE POWER EXISTING, AND THE OBJECTION ONLY GOING TOWARDS THE IRREGULAR, INFORMAL, OR DEFECTIVE EXECUTION OF THE POWER, BY THE COUNTY OFFICIALS, THE RECITALS ON THE BONDS ARE CONCLUSIVE, AND THE COUNTY IS ESTOPPED FROM DENYING THE ACTS OF ITS OFFICERS IN ISSUING THE BONDS, IN A CONTEST FOR THEIR PAYMENT BY BONA FIDE PURCHASERS FOR VALUE AND WITHOUT NOTICE.

Harter v. *Kernochan*, 103 U. S. 570.
Bonham v. *Needles*, 103 id. 648.
Wade v. *Walnut*, 103 id. 695.
Town of Coloma v. *Eaves*, 92 id. 484.
Marcy v. *Oswego*, 92 id. 637.
Ohio v. *Frank*, 92 id. 697.
Pana v. *Bowler*, 107 id. 539.
Lynde v. *County*, 16 Wall. 6.
Commissioners v. *Bolles*, 94 U. S. 104.
County of Warren v. *Marcy*, 97 id. 96.
Commissioners v. *January*, 94 id. 202.
Keithsburg v. *Frick*, 34 Ill. 422.
Johnson v. *County of Stark*, 24 id. 75.
Oregon v. *Jennings*, 119 U. S. 74.
Grand Chute v. *Winegar*, 15 Wall. 371.

ARGUMENT.

MAY IT PLEASE THE COURT:

All the questions involved in this case we think have been decided by both the Federal and State Supreme Courts. The legislative authority for the issue of these bonds, as we

claim, is not disputed, if the acts granting it are in harmony with the constitution of the State. The language is ample and explicit in granting the power, and the only question as to the power is whether the acts are repugnant to the constitution.

The act of incorporation of the Illinois Southeastern Railway Company, in force February 25, 1867, is found in Private Laws of Illinois, Vol. 2, 1867, p. 750.

The Amendatory Act, in force February 24, 1869, is found in the Private Laws of Illinois, Vol. 3, 1869, p. 308.

This court, in considering the validity of an issue of municipal bonds issued to this same railroad company, in *Harter* v. *Kernochan*, 103 U. S., where the constitutionality of these very acts was in question, *say, p. 573:* "*For the reasons stated we are of opinion that* THE ACTS OF FEBRUARY 25, 1867, AND FEBRUARY 24, 1869, ARE NOT IN VIOLATION OF THE CONSTITUTION OF THE STATE."

In *Bonham* v. *Needles*, 103 U. S. 648, this court, in deciding an issue of bonds by the Town of Big Mound valid, considered the constitutionality of these same acts under which the bonds were issued, and say, p. 649: "The controlling questions in the case have already been determined in *Harter* v. *Kernochan, supra,* p. 562. It was there ruled that the acts of assembly, recited in the bonds," (*the above acts*) "whose validity is here involved, *were not repugnant to the Consitution of Illinois, adopted in 1848.*" In the above cases this court held that ample power was granted for those townships,—Harter, in Clay

county, and Big Mound, in *Wayne county*,—to issue the bonds under those acts, and the bonds were held valid obligations of the townships.

In the case of *Leach* v. *The People ex. rel. Patterson*, 122 Ill. 420, the court held the bonds valid on an application of the collector of taxes for Wayne County, for judgment for delinquent taxes levied against certain real estate to pay interest on $200,000 of bonds, purporting to be bonds issued by Wayne County in 1869, and in January, 1870, $100,000, as a donation to, and $100,000 for stock of the Illinois Southeastern Railroad Company.

It will be observed that this is the same issue of bonds involved in the case at bar, and practically the same kind of a legal proceeding,—the restraining of the collection of taxes for payment of interest on these bonds. This involved the question of legislative power to issue the bonds. The constitutionality of the acts above cited,—those of *February 25, 1867* and *February 24, 1869*,—*which grant the power to the county to issue the bonds*, and the question of the *legal execution of the power* by the county board of supervisors.

The State Supreme Court hold that there was ample power granted the county to issue the bonds, and that the acts, *supra*, granting the power were not repugnant to the State constitution of 1848, and that the bonds were valid, and the tax for the payment of the interest thereon must be collected and paid. But that the acts of the board of supervisors in issuing the bonds *or executing the power* were valid and binding on the county as of *defacto*

officials, holding the act of *February 28, 1867, under which they were elected, unconstitutional, on the ground of defective title.*

Here, then, we have this court, in two cases involving the same questions, the State Supreme Court of Illinois, and the United States Circuit Court of the Southern District of Illinois, in the case at bar, all holding these bonds, and similar bonds issued under these same acts of the legislature, valid obligations of the municipalities issuing them. All of these decisions hold these same $200,000 of Wayne county bonds *valid*, except in *Harter* v. *Kernochan* and *Bonham* v. *Needles*, *supra*, in this court, which hold valid bonds of townships issued under these same acts, which are held constitutional by this court in those cases.

Really there would seem to be no other possible controversy in the case. In the last two cases, *supra*, in this court cited, all the questions of law, and all of any importance as to the facts, were raised, argued and decided by this court. The writer was the attorney for the bondholder in both of those cases, and by reference to the briefs filed in those cases, the questions not only as to the constitutionality of the acts of Feb. 25, 1867, and the amendatory act of Feb. 24, 1869, and the power they conferred to issue bonds, but also the act of Feb. 28, 1867, its constitutionality and its effect on the board of supervisors, who acted under it in *the execution of the powers given by the other two acts, in the issue of bonds*, was fully presented, considered and decided.

In the case of *Bonham* v. *Needles, supra*, the bonds were issued by the township of *Big Mound*, IN WAYNE COUNTY, ILLINOIS, and were signed by the *district supervisors, M. H. Harris and I. B. Borah, supervisors*, elected and holding office *under the act of Feb. 28, 1867.*

This court held those bonds *valid.* The power to issue those bonds in the *Big Mound case* was granted in the acts of incorporation of the railroad company of Feb. 25, 1867, and the amendment thereto of Feb. 24, 1869, and must have been held valid on the theory that the act of Feb. 28, 1867, was not repugnant to the constitution of 1848, or that the exercise of the power so used in the issue of those bonds by the district supervisors was but an informality, or irregularity, or defective *exercise* of the power which, under the well known and accepted rules applied to negotiable securities in the hands of an innocent purchaser for value, and without notice, could not render the bonds invalid. Either view of the case makes those decisions final on every question that is raised in the case at bar.

THE DISTRICT SUPERVISORS ELECTED IN MAY, 1867, UNDER THE ACT OF FEB. 28, 1867, WERE DEFACTO THE SUPERVISORS OF WAYNE COUNTY, ILLINOIS, AT THE TIME THESE BONDS WERE ISSUED, AND THEIR ACTS, AS FAR AS THIRD PARTIES AND THE PUBLIC ARE CONCERNED, ARE BINDING UPON THE COUNTY.

It is admitted that an election was held under the Act of Feb. 28, 1867, for the election by the voters of Wayne

county, Illinois, of the District Supervisors of Wayne county, which made the board of supervisors consist of *five* instead of *fifteen as formerly*.

[Transcript of Record, p. 82.]

The State Supreme Court hold that while the Act of Feb. 28, 1867, was repugnant to the Constitution of 1848, on the ground of defective title, yet the county board of supervisors having been elected by the legal voters of Wayne county under that act, in *May, 1867*, and the people acqueiscing in their acts for over five years, and there being no other board of supervisors for transacting the business of that county during the period before and while issuing these bonds, and for some time thereafter, their acts are binding upon the county, as *de-facto* officers of the county.

Leach v. *The People* ex rel. *Patterson*, 122 Ill. 420.

It is claimed, however, that there can be no *defacto* officers unless there be a *dejure* office.

In reply to this we say, that there *was a dejure office*, that of BOARD OF SUPERVISORS. That the act of February 28, 1867, did not destroy this *dejure office*. It simply changed the number of officials necessary to constitute or make up *that Board of Supervisors*, and the territory that made the district. In 1860, March the 1st, the County of Wayne adopted *township organization*,—(*see Record p. 29*),—under the provisions of the constitution of 1848, claiming *fifteen townships* and a supervisor from each, making fifteen supervisors to constitute the county board of supervisors. February 28, 1867, the legislature passed an act

dividing the county into four electoral districts, one of these districts to have two supervisors, and three of them one supervisor each, making a board of five supervisors for the county board for transacting such business as should come before them, instead of a county board of fifteen supervisors as formerly.

Public Laws of Ill. 1867, p. 102.

That act provides in section 3.— * * * "*And said board, when so organized, shall do and perform all duties enjoined upon the Board of Supervisors acting under the general township organization laws of this State, and shall have all the powers and privileges of boards of supervisors acting under such general township organization laws; and any three of said board shall constitute a quorum for the transaction of any business.* (*Record pp. 102, 103.*)

On this subject the constitution of 1848, section 6, article 7, provides that whenever any county shall adopt township organization, so much of the constitution *as provides for the management of the fiscal concerns of the county by the county court may be dispensed with, and the affairs of the county may be transacted in such manner as the General Assembly shall provide.*

(*See Constitution of Ill., 1848.*)

Leach v. *The People ex rel. Patterson*, 122 Ill. 425.

Again, on this subject, we quote from the State Supreme Court, *supra, p. 426:*

"We do not perceive why, consistently with this section, the legislature might not have declined to dispense with the county court for the management of the fiscal affairs

of Wayne county, and have suffered that court to remain as it was, in that respect, or why they might not have a different body for the transaction of the affairs of Wayne county from such as existed in other counties, or a body differently constituted. By the constitution of 1848, there was no prohibition of the enactment of special or local laws. This act of February 28, 1867, respects only THE COMPOSITION OF THE BOARD OF SUPERVISORS of Wayne county, for the management of the affairs of Wayne county. It does not touch the matter of township organization for the transaction of the affairs of towns, and does not, as we conceive, contravene the constitutional provision in respect of a general law for township organization."

The power being given in the acts of Feb. 25, 1867, and Feb. 24, 1869,—for the issuing of the bonds,—the only question then is, could the board of supervisors elected and holding office under the act of Feb. 28, 1867, execute legally the power granted for the issue of the $200,000 of bonds now in controversy.

The board of supervisors so elected, consisting of five members instead of fifteen, as formerly, they were the then *existing board of supervisors*. The voters of the county had elected them, and readily acquiesced in all their acts. There was no other board of supervisors. Their acts were, therefore, valid and binding upon the county, and beyond question as far as third parties and the public are concerned, they acted as the *defacto* board, with color of legal title; and it is the well settled rule that the acts of such officers are valid, when they concern the public, or

rights of third persons, who have an interest in the acts done.

In the case of *The State* v. *Carroll*, 38 Conn. 449, cited as a leading case on this question, and *Norton* v. *Shelby County*, 118 U. S. 446, the rule seems to be settled. In the former case the court held: "That whether the law was constitutional, or not, he was an officer *defacto*, and, as such, his acts were valid." The conditions that constitute a *de facto* official, there, are given and cited by this court, *supra*, 446, under four heads. The fourth is as follows: "*Under color of an election, or an appointment by, or pursuant to a public, unconstitutional law, before the same is adjudged to be such.*"

This 4th head covers the case at bar on this question. Admitting for the argument that the law was unconstitutional, as held by the State Supreme Court, on the question of *defective title* (*Leach* v. *The People*) *supra*, *426*,—the acts of the then board of supervisors in the issuing of these bonds were binding upon the county as *defacto* officers of the county, acting under a public, unconstitutional law, before the same is adjudged to be such, third parties and the public being interested in their acts.

But if this Act of Feb. 28, 1867, *is not repugnant* to the Constitution of 1848, then they are the duly elected officers of Wayne county, and the question of their acts as *defacto* officials acting in a *dejure* office, cannot arise in this case. This question of the constitutionality of that act on a defective title, has been settled by this court.

Harter v. *Kernochan*, 103 U. S. 562.

Bonham v. *Needles*, 103 id. 648.

The office of board of supervisors all will admit existed. This Act of Feb. 28, 1867, did not destroy the office—did not even change its name.

We therefore conclude that they occupied the office *de-jure*. But in any view of the case their acts were binding upon the county.

THE ACT OF FEB. 28, 1867, BY ITS TERMS IS DECLARED TO BE A PUBLIC ACT, AND IN FORCE FROM AND AFTER ITS PASSAGE, AND ITS TITLE IS NOT IN VIOLATION OF SECTION 23, OF ARTICLE 3, OF THE CONSTITUTION OF 1848.

The 8th section of the Act is, "This act shall be deemed and taken as a public act, and be in force from and after its passage."

Public Laws of Illinois, 1867, p. 104.

"By the Constitution of 1848, there was no prohibition of the enactment of local or special laws."

Leach v. *The People*, *supra*, 426.

The title of the Act in question is as follows: "*An Act to change the time of electing certain officers in a county therein named.*"

The 1st section states that the board of supervisors shall consist of five persons, and states what townships shall constitute an election district.

The 2d section states when the election shall first be held, and every *four years* thereafter, and their term of office shall be for the term of *four years*, or until their successors are elected and qualified.

Under the Township Organanization Act, the town officials are elected annually. (*See Sec. 92, Vol. 2, Ills. Stat. 2422.*

The title to the act in question is clear, and does change the time of electing the county board from an annual election to once in four years, and the usual tenure of office from one year to four years. The section of the constitution of 1848, on this subject, reads: "And no *private*, or local law, which may be passed by the General Assembly, shall not embrace more than one subject, and that shall be expressed in the title." *Sec. 23, Art. 3, Constitution of Ill., 1848.* As shown above, this act in question is not *a private* act but is declared in terms a *Public Act.* This declaration makes it a public act.

Pollock v. *Clurken*, 42 Ill. 370.

This act appears under the head of "Elections," in the public laws of Illinois for 1867. The change of time was the most important provision of the act. It did not change the nature or name of the board, it changed the number constituting it, and the time of election and the tenure of office. The directing thought of the statute should be expressed in the title. Any expression which calls attention to the general subject of the bill is sufficient. This title called attention to a change in the laws governing township elections in a county "therein named," to-wit: Wayne county.

Johnson v. *The People*, 80 Ill. 432.
City of Ottawa v. *The People*, 48 Ill. 233.
Burke v. *Monroe Co.* 77 Ill. 610.

In *City of Ottawa* v. *The People, supra*, the court said the adjuncts and *modus operandi*, of accomplishing the object of the statute need not be stated in the title. The

same court say in *Burke* v. *Monroe Co.*, "Provisions germain to the general object need not be expressed in the title."

This act does not embrace more than one subject. Every section of the act is germain to its general object, to-wit., changing the time and manner of elections in that county. They are not distinct and independent provisions, and hence not within the clause of the constitution forbidding more than one subject matter in a single act.

Ross v. *C. B. & Q. R. R. Co.*, 77 Ill. 127.
Beinz v. *Weber*, 81 id. 288.
Prescott v. *City of Chicago*, 60 id. 121.
Neifing v. *Town of Pontiac*, 56 id. 172.
Belleville Railroad Co. v. *Gregory*, 15 id. 20.

In case of *Neifing* v. *Town of Pontiac*, *supra*, the court say:

"The title is, 'An act to extend the corporate powers of the Town of Pontiac.' The act embraces *the complete charter of the town with all its necessarily manifold provisions.*" * * * "The object of this law, as indicated by its title, was to extend the corporate powers of the town. The corporate powers were therefore *the subject matter of* the act, and though the act may restrict these powers in some respects, as well as extend them in others, it cannot be said this is a violation of the provisions in the constitution which forbids a local or private law to embrace more than one subject, and requires that subjet to be expressed in the title."—p. 175.

If the claim that the title be very brief or somewhat defective, be admitted, still in a case of this kind, where the courts are bound by every principle of equity and the law

merchant to protect these bonds, if possible, from repudiation, its provisions are sufficiently clear and definite, and there is no such want of the constitutional requirements as would render them void, on the ground that the title to this act is repugnant to the constitution. The violation of the constitution must be plain and definite, or the statute will not be declared unconstitutional.

Bureau County v. *C., B. & Q. R. R. Co.*, 44 Ill. 229.
People v. *Solomon*, 46 id. 333.
McVeagh v. *City of Chicago*, 49 id. 318.
Lucas v. *Harris*, 20 id. 164.
People ex rel. v. *The Auditor*, id. 434.
City of Chicago v. *Larned*, id. 203.

"If there is simply a doubt of the power of the Legislature to make an enactment, *that doubt will be solved* in favor of the Legislature."

Bureau Co. v. *C., B. & Q. R. R. Co.*, 44 Ill. 229.
See Cooley's Const. Lim., 182, and notes.

In the cases of *Bonham* v. *Needles*, 103 U. S. 648, and *Harter* v. *Kernochan*, 103 id. 562, this court held the bonds valid, issued under this very act in question,—that of Feb. 28, 1867,—where all these questions of the constitutionality of the act were presented to this court.

Unity v. *Burrage*, 103 U. S. 458.
Fireman's Ben. Ass'n v. *Lounsburg*, 21 Ill. 511.
Supervisors of Schuyler Co. v. *People*, 25 id. 181.
O'Leary v. *Cook Co.*, 28 id. 534.
People v. *Brislin*, 80 id. 423.
San Antonio v. *Mehaffy*, 96 U. S. 312.
Wade v. *Walnut*, 103 U. S. 692.

Railroad v. *Gregory*, 15 Ill. 20.
Bunn et al. v. *The People*, 45 id. 398, 411.
Kerrigan v. *Force*, 68 N. Y. 381-5.
The People v. *Kelley*, 76 id. 475.
Beinz v. *Weber*, 81 id. 230.

THE VOTERS OF THE COUNTY OF WAYNE, AFTER THE REPEAL OF THE ACT OF FEBRUARY 28, 1867, UNDER WHICH THE COUNTY BOARD WERE ELECTED, RATIFIED AND CONFIRMED THEIR ACTS IN ISSUING THE BONDS BY LEVYING AND COLLECTING THE TAXES AND PAYING THE INTEREST FOR 17 YEARS, UNDER THE AUTHORITY OF THE CONSTITUTION OF 1848.

We have shown that *the power* to issue these bonds was granted by the act of incorporation of the Illinois Southeastern Railroad of Feb. 25, 1867, and the amendatory act of Feb. 24, 1869. It is admitted that the board of supervisors who issued these bonds were elected by the voters of Wayne County in May, 1867, (see Record, p. 82.) That they acted as such board of Wayne County thereafter until June, 1872. That the legislature repealed the act of Feb. 28, 1867, on or about April 12, 1871. That during all this time there was no other board of supervisors in that county, and all the voters acquiesced in their acts in transacting the business of the county required to be done by the board of supervisors, (see Record, p. 50.) Since June, 1872, the county has been acting under the general township organization law, with a board of fifteen supervisors,—one from each of the fifteen original townships.

The only possible question that can affect the validity of these bonds in the hands of a *bona fide* holder is whether these officers elected under the act of February 28, 1867, were incompetent to execute the power so granted in the issue of these bonds. If we granted everything our opponents claim as to this act, it would at best be only *a defective or irregular execution of the power*, and would not in the least affect the vality of these bonds under the circumstances in the case at bar.

If there had been *no legislative power*, there could have been no confirmation or ratification of the acts of this board of supervisors.

But having shown the legislative power, we submit that the regular levy, and collection, of taxes to pay the interest since the date of the bonds, from some 19 years, and since the repeal of the act of February 28, 1867, in April, 1872, under the general township laws, that they have in law ratified and confirmed all acts done by this board of supervisors in the execution of the power granted by the legislature in the issuing of these bonds.

Like an individual, a corporation may ratify the acts of its agents done in excess of authority, and such ratification may, in many cases, be inferred from acquiescence in those acts, as well as from express adoption. And it has been held that this principle is as applicable to corporations as to individuals.

Hoyt v. *Thompson*, 19 N. Y. 218.

Peterson v. *The Mayor of N. Y.*, 17 id. 453.

"Where the officers of the corporation openly exercise powers affecting the interests of third persons, which presupposes a delegated authority for the purpose, and other corporate acts subsequently performed show the corporation must have contemplated the legal existence of such authority, the acts of such officers will be deemed rightful, and the delegated authority will be presumed."

Bank of the U. S. v. *Dandridge*, 12 Wheat. 70.

County of Randolph v. *Post*, 93 U. S. 502.

Story on Agency, *ed.* 1863, § 239.

Flecker v. *U. S. Bank*, 8 Wheat. 363.

"All the acts of the board of supervisors of the county in making the subscription, purchasing the shares, issuing the bonds, exchanging the securities, appear to have been open and well known to the corporation, and yet they constantly suffered themselves to be represented in the choice and management of all the affairs of the railroad company, and *voluntarily voted taxes for the payment of the yearly interest on the bonds, and actually paid the same*, as admitted in the special plea. Examined in the light of those suggestions, it would be difficult to imagine a case where the rule that a subsequent ratification is as good as previous authority, can be more justly applicable than the case under consideration."

Supervisors v. *Schenck*, 5 Wall. 728.

Miles v. *Gleason*, 11 Wis. 490.

Angell and Ames on Corps, 8 ed. § 237, 304.

Bissell v. *Railroad*, 22 N. Y. 264.

"Whether the commissioners of the defendant complied with the statutory requirements in issuing its bonds or not, *the defendant ratified their acts* by paying the interest for six or seven years upon its bonds, and retaining the stock of the railroad company received in exchange for its bonds."

First Nat. Bank of Oswego v. *Town of Wolcott*, 7 Fed. Rep. 892, U. S. Cir. ct. N. D., N. Y.

The Town of Ontario v. *Irwin*, 3 Fed. Rep. 49.

The retaining of stock of the railroad and payment of interest for a long time, was a direct ratification of the acts of those who issued them. Says the court: "*It was a ratification made with full knowledge on the part of the town, of the defect now alleged to have existed.*"

Whiting v. *Town of Potter*, 2 Fed. Rep. 517, U. S. Circuit Court, N. D. N. Y.

Pendleton Co. v. *Amy*, 13 Wall. 297.

Commissioners v. *January*, 4 Otto, 202.

County v. *Vasgell*, 94 U. S. 688.

From the record it seems to have taken the county of Wayne some 16 or 18 years, and until they were nearly due, to discover that there was any defect in the issue of their bonds, and that during all this time they had voluntarily levied, collected and paid the necessary taxes for the interest, openly and publicly. If there is any such doctrine as ratification, this county would seem to have ratified the acts of their officers in the issue of these bonds.

Having shown that the power to issue these bonds in controversy was conferred by the act of incorporation of the railroad company of Feb. 25, 1867, and the amendatory act of Feb. 24, 1869, and that these acts have been held constitutional by this court and the State Supreme Court, and that the defect, if any exists, is only as to the acts of the county officials in issuing the bonds, we submit that under a long line of decisions of this court, THE COUNTY IS BOUND BY THE RECITALS IN THE BONDS, AND IS ESTOPPED FROM DENYING THEIR VALIDITY UNDER THESE CIRCUMSTANCES, WHEN IN THE HANDS OF AN INNOCENT PURCHASER,

FOR VALUE AND WITHOUT NOTICE. At most the objection is but *an informality* or *irregularity* in the execution of the power in the formal issue of the bonds.

Pana v. *Bowler*, 107 U. S. 539.
Bonham v. *Needles*, 103 id. 648.
Town of East Lincoln v. *Davenport*, 94 id. 801.
Commissioners v. *January*, 94 id. 205, and cases cited.

The donation bonds recite that they are issued "*in pursuance of authority conferred* by the Act of the General Assembly of the State of Illinois, entitled "An act to incorporate the Illinois Southeastern Railway Company," approved February 25, 1867, and an act amendatory thereof, approved February 24, 1869, *and of an election of the legal voters of Wayne county, held on the 25th day of February, 1868, under the provisions of said act.*" (*See Record, pp. 57, 58.*)

The recital on the subscription bonds (*See Record, p. 66*), is as follows:

"This bond being issued under and pursuant to orders of the county court of Wayne county, Illinois, for subscription to the capital stock of the Illinois Southeastern Railway Company, *as authorized by virtue of the laws of the State of Illinois; and the faith of the county of Wayne, is hereby irrevocably pledged for the payment of said principal and interest, as aforesaid.*"

It will be observed that these recitals are very full, and that in neither subscription or donation bonds is the Act of February 28, 1867, referred to or mentioned.

In *Harter* v. *Kernochan*, 103 U. S. 570, the doctrine is well stated. The court say: "*The recitals in the bonds import a compliance with all the provisions of the Acts of the Assembly under which they were issued.*" "*The recitals in the bonds, that they were issued in pursuance of those statutes, is conclusive upon the township, in a suit brought by a bona fide holder to enforce the payment of them.*

Bonham v. *Needles*, 103 U. S. 648.

The two cases last above cited,—and from which the last quotation is made,—were on bonds issued under the same acts, as to the power; and the issue of bonds in last one, by a town acting under the act of February 28, 1867, as to the execution by officers elected and acting under the same act, as are the officers in issuing the $200,000 of Wayne county bonds in the case at bar.

Wade v. *Walnut*, 103 U. S. 695.
Town of Coloma v. *Eaves*, 92 id. 484.
Marcy v. *Oswego*, 92 id. 637.
Ohio v. *Frank*, 92 id. 696.
Pana v. *Bowler*, 107 id. 539.
Lynde v. *County*, 16 Wall 6.
Commissioners v. *Bolles*, 94 U. S. 104.
County of Warren v. *Marcy*, 97 id. 96.
Commissioners v. *January*, 94 id. 202.
Keithsburg v. *Frick*, 34 Ill. 422.
Johnson v. *County of Stark*, 24 id. 75.
Oregon v. *Jennings*, 119 U. S. 74.
Grand Chute v. *Winegar*, 15 Wall. 371.

As to the elections, the call, vote, and returns of same, we say nothing; as THE RECITALS ON THE BONDS, under the well established rules of this court above fully cited, have in a case of this kind fully settled those questions, and the county is estopped from raising them at this time and under the facts in this case. The recitals import an election legally called, held, and the necessary vote. (*See copy of bond, record p. 66, and pp. 64 and 65.*)

As to the powers of the county court, or the board of supervisors, acting together or separately, under these acts in the execution of all the powers granted by them, we think we have fully discussed this question, and respectfully refer to the State Supreme Court decision, in *Leach* v. *The People ex rel.*, as conclusive on that question, (122 Ill. p. 426,) where it is fully discussed, and we fully agree with that decision on that subject.

There cannot possibly arise any question as the fulfillment of *conditions precedent*, in this case. For while conditions were imposed in the acts under which the bonds were issued, as to donation bonds, the county clerk certifies that, "ALL THE CONDITIONS UPON WHICH THIS BOND WAS TO BECOME A BINDING OBLIGATION OF THE COUNTY OF WAYNE HAVE BEEN COMPLIED WITH."

This certificate was made by the county clerk, the official whose duty it was to make it, May 6, 1870, the date of the bonds.

[See Record, p. 65–66.]

The chairman of the board of supervisors also makes his affidavit for the registration of the bonds, in which he says:

"*And that all acts and conditions required to be done, preliminary to the issuing, etc., of said bonds, and each of them, have been in all regards complied with.*" (*See Records, p. 70 and 71.*)

This chairman of the board of supervisors was the official designated to decide this matter and make that affidavit to the State Auditor of Registration. These certificates were a matter of recital upon the bonds, and binding upon the county, and it is, under the well established rule, estopped from denying their statements.

Brooklyn v. *Ins. Co.* 101 U. S. 362.

Town of Venice v. *Murdock*, 92 U. S. 498.

Rock Creek v. *Strong*, 96 id. 278.

Insurance Co. v. *Bruce*, 105 U. S. 328.

American and Eng. Law Encyclopedia, vol. 2. p. 466.

Windsor v. *Hallett*, 97 Ill. 204.

Believing that the equities of this case and the law are with us, we ask for our clients, O. F. Page, Treasurer, etc., Andrew Potter, John A. Waterman, William B. Skinner, William Bean and John A. Peters, duly made co-defendants, that their bonds and coupons, as stated in their answer, be declared valid obligations of Wayne county, Illinois, and that the judgment of the circuit court be affirmed.

GEORGE A. SANDERS,

For above named Defendants.

IN THE

Supreme Court of the United States.

OCTOBER TERM, 1890.

No. 309.

WM. N. BORAH ET AL., PLAINTIFFS IN ERROR,

vs.

JOSEPH E. WILSON ET AL., DEFENDANTS IN ERROR.

APPEAL FROM THE CIRCUIT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF ILLINOIS.

Statement and Brief of Defendants in Error.

By T. C. MATHER,
J. A. CONNOLLY, and
O. J. BAILEY,
Attorneys for Society for Savings, A. T. Post, and Jno. Ware.

IN THE

SUPREME COURT,

OF THE UNITED STATES.

OCTOBER TERM, A. D. 1890.

WM. N. BORAH, et al., *Plaintiffs in Error.* vs. JOSEPH E. WILSON, et al. *Defendants in Error.*	Appeal from the U. S. Circuit Court, Southern District of Illinois.

Statement and Brief of Defendants in Error.

NO. 309.

By T. C. MATHER,
J. A. CONNOLLY, AND
O. J. BAILEY,
Attorneys for Society for Savings, A. T. Post and Jno. Ware.

The complainants in this case, seven in number, commenced this suit by filing their Bill in Chancery and having summons issued

thereon from the Circuit Court of Wayne County, State of Illinois, January 11, 1886.

Rec. pp. 17 and 18.

This bill sought to declare void certain subscription and donation bonds issued prior to July 2 in 1870, by Wayne County, Illinois, in aid of the Illinois and Southeastern Railway Company.

The complainants claim in their bill to be taxpayers of the county, and purport to file the bill for themselves and on behalf of all other taxpayers of the county.

The bill makes as defendants the Auditor and Treasurer of the State of Illinois, the County Clerk and Treasurer of Wayne County, Illinois, and their successors in office, and the unknown owners and holders of the bonds of Wayne County issued to said R. W. Co.

After this bill was filed and summons served on the local defendants, one of the non-resident bondholders entered his appearance in the cause and petitioned for its removal to the United States Circuit Court. Thereupon said cause, by order of Wayne County Circuit Court, was removed to the United States Circuit Court, Southern District of Illinois.

A new and amended bill was substituted for the original one by stipulation of parties, and the original one withdrawn.

Rec. p. 81.

After the removal of said cause to the United States Court, other holders of bonds petitioned to be, and were made, defendants, and filed their answers to the bill, amongst whom were Society for Savings A. T. Post and Jno. Ware, whom we represent.

Afterwards, on October 5, 1886, the cause was submitted to the court for final hearing on pleadings and proofs, so the record says, and the court upon argument and after being sufficiently advised in

the premises, decreed a dismissal of complainants' bill with costs to be taxed.

Rec. p. 89.

A preliminary question arises, from the makeup of this record, whether anything more than the admissions contained in our answers, and the few facts conceded by the stipulation on p. 81 of the record, can be said to be properly before this court for review.

Nearly every allegation of the bill is denied by the answers. Perhaps the only ones that are not, are that the county was divided into fifteen towns by commissioners appointed by the County Court, and that the management of the fiscal concerns of the county as adopted has never been changed, and that an election was held for issuing the bonds, and that the bonds were issued.

Neither the bill, nor its exhibits, are proof of themselves, but only so far as admitted by the answers and the stipulation on p. 81 of the record.

Then upon these admissions in the answers and the facts contained in the stipulation, how does the case stand on review?

1. The complainants are taxpayers of Wayne County, Illinois, as alleged in the bill.

2. That the County Court of Wayne County appointed commissioners who did divide the county into fifteen towns.

3. The acts of the Illinois Legislature of February 28, 1867, and the charter and amendment of the Illinois and Southeasten Railroad Company, approved February 25, 1867, and February 24, 1869, are in evidence in this suit.

4. That taxes have been regularly extended, collected and paid on the interest on said bonds under registration.

5. That the holders of said bonds are bona fide holders without notice except as to what is claimed to be a want of power as declared by the various acts of the legislature referred to in the bill.

6. That no election was held by the voters of Wayne County directly on the question of adopting the act of February 28, 1867, entitled "An act to change the time of electing certain officers in a county therein named," but that an election was held in May, 1867, under said act for the election of District Supervisors for the several districts of said county as specified in said act.

7. It is agreed that Exhibits "A" and "B" are true copies of the subscription and donation bonds in controversy together with certificates and endorsements thereon.

It seems to us that the record and United States Circuit clerk's certificate does not show that anything else was before the court. The abstract of voters, the Exhibits of the Bill, the depositions of certain witnesses, all seem, from the record, simply to have been filed in the clerks office of Wayne County, but do not appear, by the record, to have been before the Circuit Court or taken into account by it in rendering the decree and hence do not appear to be part of the record now before this court.

We do not understand that merely attaching a paper to a bill as an exhibit, or filing papers in the clerk's office, make them part of the records of the suit, nor evidence in the suit.

Yet this seems to be all that was ever done with most of the exhibits and papers of this suit, so far as the record shows.

If our view of this be correct, then there is nothing that this court can take into account in reviewing this decree except these admissions contained in the answers, and the facts conceded by the stipulation, all of which we have enumerated above.

If this then be all, what is there upon which to reverse the decree?

In the first place the stipulation admits the holders of these bonds are *bona fide* holders, without notice, except what notice the laws in question may have given them.

In the second place, these bonds being issued *after* the adoption of the Constitution of July 2, 1870, are not *prima facie* void, but are by the provisions of the amendment to the Illinois S. E. R. W. Co. charter *prima facie* valid.

Of what defenses, if any, did the laws or bonds on their face give notice?

The Society for Savings owns from 1 to 10 of the donation issue similar to copy on pp. 57 and 58 of the Rec., and one $500 bond of the subscription issue, similar to the copy of No. 92 on page 66 of the record. Defendants Post and Ware own some of both issues.

The donation bonds bear date May 6, 1870, and the subscription bonds as follows: $33,000 Sept. 9, 1869; $33,600 Nov. 19, 1869, and $33,400 January 20, 1870, all prior to the prohibitory constitution of Illinois of 1870, so that prior to the going into effect of that instrument both the donation and subscription had become complete by the delivery of the bonds.

The former issue, on their face, recite as authority, or power, for their issue, the charter and amendment of the Illinois Southeastern Railroad Company and an election in pursuance thereof held on the 25th of February, 1868.

By section 7 of the charter counties, by the Boards of Supervisors, are fully authorized to issue not to exceed $100,000 of bonds as a donation, and by said section *it is made the duty* of the Board of Supervisors in case a majority of the electors of the county vote in

favor thereof to issue the bonds so voted. This same section 7, it is true, permits conditions to be imposed by the voters in the case of donations.

Priv. Laws of Ills., 1867, Vol. 2, p. 752.

The amendment, however, to this charter, approved February 24, 1869, Sec. 13, provides that, upon a full compliance on the part of the railroad with the conditions voted and recited in the face of the donation bonds, it shall become *the duty* of the Boards of Supervisors to enter an order on their records directing the clerk to certify over his official seal upon the back of each of said bonds in language as follows, viz: "All of the conditions upon which this bond was to become a binding obligation of the county of ..... have been complied with."

So that, if the law (charter), or donation bonds, on their face gave the purchaser notice that the bonds might be, or were, voted upon conditions, a compliance with which must be had before the bonds would be binding, yet the amendatory act provided that when those conditions were complied with it should be the duty of the Boards of Supervisors to enter an order of record requiring the clerk when the donation bonds were thereafter issued to endorse notice thereon under his official seal that these conditions had been complied with. The law itself thus constituted the boards the judges to decide when these conditions were complied with and specified the sort of notice they should require their clerk to give to all intending to purchase.

Should an intending purchaser, from the law, (this charter) see that the bonds were only to be issued upon certain conditions, and those conditions be expressed on their face, and should only be valid upon a compliance with those conditions, still he would be referred *by the same law to the mode and place* of determining for himself whether

those conditions had been complied with, viz: the clerk's ce
on the bonds. This certificate is on the
have been placed there by order of the
As to the subscription bonds, there was ample power gi
county to issue them under the law of November 6th, 1849.

And though the powers there conferred to call an election, &c., was conferred on the County Court, afterwards when the Illinois legislature enacted the Township Law of 1851, the Supreme Court of Illinois held that all the duties conferred on the County Court by the Act of November 6, 1849, could thereafter be performed by the Board of Supervisors.

Prettyman v. Supervisors Tazewell County, 19 Ill., 412.

The record shows an election was called for, and held on February 25th, 1868, submitting to the voters the question of the county's subscribing $100,000 in bonds to the capital stock of the Illinois South Eastern Railway Co., and donating $100,000.

Record pp. 34, 37.

That the proposition received a majority of all the votes cast, and that the board of supervisors so declared. P. 37.

That at the December term, 1887, of the Board, the Illinois South Eastern Railway Co. accepted formally the subscription and donation. P. 38.

Suppose there was any informality, or irregularity, in the donation or subscription already voted and accepted, the same was cured by the first section of the Act amending the charter of the Illinois South Eastern Railway, in force February 24, 1869, and which read as follows: " * * * and all subscriptions to the capital stock, or donations, or gifts to said railway company, whether made by individuals, townships, counties or corporations, shall be and are by this Act legalized * * * "

So section 6 of the above mentioned Act legalizes elections, as follows: * * * "and all orders for and notices of elections, and elections, and returns of such elections in respect to such subscriptions of stock to said company in any such towns, cities and counties, are hereby declared valid and binding upon such towns, cities and counties.

So too all doubts as to when the bonds voted were to become due, or the interest be payable on any such bonds, were set at rest and made clear by section 3, of said last mentioned Act.

Vol. 3, Private Laws Illinois, 1869, pp. 309–11.

Also section 12 of this Amendatory Act of February 24, 1869, provides "that when payment of subscription to the capital stock of "said company or payments for donations to said company have been "or shall be made by villages, cities, counties or townships, *under* "*any Act* authorizing such subscriptions or donations to be made, all "such bonds issued or negotiated by the proper authorities of such "villages, cities, counties or townships, and appearing regular on the "face thereof, shall, in the hands of said company or any other bona "fide holder thereof, be deemed and taken, in all courts and else-"where, as prima facie evidence of the regularity of everything "required *by the several Acts* in relation to the issuing of said bonds, "*or by any other Act* to be done preliminary to the issuing and nego-"tiation of said bonds."

This provision of law, existing at the time all these bonds, whether donation or subscription, were issued, makes the regularity of their appearance on their face *prima facie* evidence of a compliance with all requirements of the Act, or Acts, under which they were issued.

These subscription and donation bonds appear to be regular on their face, they are signed as the law requires, by the Chairman of the Board of Supervisors, and countersigned by the County Clerk. They

recite they are executed by the County of Wayne by causing the Chairman of its Board of Supervisors to subscribe his name thereto, and to be countersigned by the clerk of this court and affixing the seal of said court, all of which is done at Fairfield, Illinois, by and under the order of the Board of Supervisors of Wayne County, as authorized by virtue of the laws of the State of Illinois.

These bonds then appearing regular on their face, are by the very terms of this law *prima facie* evidence of the regularity of everything required by the several acts in relation to the issuing of said bonds.

§ 12, page 311.

That the donation bonds in addition to recitals of compliance with the laws and vote under which they were issued partake with the subscription bonds of the further evidence of compliance with everything required by the several acts by reason "*of their appearing regular on their face.*"

Now if it is sought to show by way of defense to such bonds, subscription or donation, that a regular Board of Supervisors did not exist, and therefore could not have ordered the election, nor provided for the execution and delivery of the bonds, how, we ask, was the purchaser to know this?

The acts of the Legislature which gave the power to vote and issue the bonds, did not give notice that any irregular Board of Supervisors existed in, and was managing the affairs of, Wayne County.

The bonds on their face disclosed nothing of this kind.

Where was the purchaser to find out? He makes inquiry on the face of the bonds being offered for sale in money markets distant from the county issuing them, and he makes inquiry on the face of the statutes authorizing their issue, and he finds no notice of any

lack of power, nor of anything left undone, but on the contrary is assured by the terms of the law and appearance and recitals of the bonds of the regularity and validity of their issuance.

In a case of this kind, where all the bonds were issued and delivered before the prohibition of the Illinois Constitution of 1870 went into force, and therefore the burthen of showing compliance with the law is not on the holder, numerous decisions hold that when a corporation has power, under any circumstances, to issue negotiable securities, the *bona fide* holder has a right to presume they were issued under the circumstances which gave the requisite authority.

Gelpeke v. *Dubuque*, 1 Wall. 203.
Moran v. *Miami County*, 2 Blk. 725.
Supervisors v. *Schenk*, 5 Wall. 784.
The Mayor v. *Lord*, 9 Wall. 414.
Lexington v. *Butler*, 14 Wall. 296.
Henry County v. *Nicolay*, 95 U. S. 626.

Where the bonds on their face import by recitals compliance with the law under which they were issued, the purchaser is not bound to look further for evidence of compliance with the conditions annexed to the grant of power to issue them.

Mercer County v *Hackett*, 1 Wall. 93.
Knox County v. *Aspinwall*, 21 How. 545.
St. Joseph County v. *Rogers*, 16 Wall 659.
Township Rock Creek v. *Strong*, 96 U. S. 277.
Comrs. v. *January*, 94 U. S. 202.

If it appears by the law (which it does in this case) to be the duty of the officers issuing and delivering the bonds to decide whether or not antecedent conditions have been complied with, their determination and recitals are sufficient and cannot be impugned as against *bona fide* holders.

Coloma v. *Eaves*, 92 U. S. 491.
Venice v. *Murdock*, 92 U. S. 496.
Genoa v. *Woodruff*, 92 U. S. 502.
Comrs v. *Bolles*, 4 Otto, 104.

In addition to all this, these bonds being regular on their face, are *prima facie* evidence of a compliance with the Acts which authorized their issue, *by the very terms of the law.*

In this case there is nothing in the record to show that these holders knew that Wayne County had a peculiar organization of its Board of Supervisors. But it will be claimed that before they purchased these bonds they were obliged to know constructively that the act of February 28, 1867, was upon the statute books.

And it will be doubtless claimed that such a law was unconstitutional and void and that therefore its Board of Supervisors were without authority and their acts were void, and consequently the bonds were invalid.

This, we think, would depend entirely upon the legal status of the five district supervisors who were elected under the law presumably in force and who are acting at the time without challenge by any one and who were performing all the functions and doing all the acts of the Supervisors, and Boards of Supervisors, whose place they occupied under an apparently valid law, and by the vote of the people of the county.

If they were *de facto*, Supervisors, and the Board of Supervisors, then all their official acts as to third persons dealing with their acts in good faith would be binding upon the county.

Gedder v. *Brsssler*, 105 Ill. 419.
Sharp v. *Thompson*, 100 Ill. 447.
Sullivan v *The State*, 66 Ill. 75.
Mapes v. *The People*, 69 Ill. 529.

Pritchett v. *The People*, 1 Gil. 525.
Cole's County v. *Allison*, 23 Ill. 437.
The King v. *Bedford Level*, 6 East, 369.
Barlow v. *Stanford*, 82 Ill. 298.
Trumbo v. *The People*, 75 Ill. 561.
Culbertson v. *City of Galena*, 2 Gil. 129.
People v. *Weber*, 86 Ill. 283.

These five Supervisors certainly *assumed* to act as a Board of Supervisors under color of a statute and an election thereunder. This we claim was sufficient to clothe their acts with validity so far as the rights of third persons was concerned who dealt with their acts in good faith.

Lippincott v. *Pana*, 92 Ill. pp. 31, 32.

The record shows that these five supervisors were acting under color of an election and were not mere usurpers. They were therefore *de facto* supervisors, and *de facto* a Board of Supervisors. So their acts, as such, were valid as to the public and third persons. This doctrine extends not only to municipal officers generally, but to those composing councils and legislative bodies of municipal organizations.

Dillon on Munic. Corp. Vol. I, § 276.
Pritchett v. *People* 1 Gil. (Ill.) 525.

In fact this very act of February, 28, 1869, was recently before the Supreme Court of Illinois in case of Leach v. The People *ex rel.*, 122 Ill. 420, in which the Court held these Supervisors composing the Board of Supervisors of Wayne County, to be *de facto* officers and their acts binding. And the validity of a tax *to pay the interest on these very bonds* now in controversy in this suit was before the Illinois Supreme Court, and the tax held to be valid. We think this

case conclusive of all the objections made against the bonds in this suit on grounds of this not being a valid Board of Supervisors.

Leach v. People *ex rel.*, 122 Ill. 420.

In view of the facts that the county and its people voted for these five Supervisors under this law of February 28, 1867, and put them in office, and permitted them to assume and exercise the duties and acts of a regular Board of Supervisors, and have since recognized and acquiesced in the validity of their acts in the premises by regularly paying the tax for the interest on these bonds until they have become due, we claim the county is estopped from now setting up that they were not Supervisors and their acts were without authority and void as against third persons who are conceded to be *bona fide* holders of these bonds.

Pendleton County v. *Amy*, 13 Wall. 305-6, and cases cited in note at bottom of p. 305.

So that, we insist, whether this case be reviewed with or without these depositions and papers which seem to have been merely filed in the Wayne County clerk's office, without being made evidence before the court which heard the cause and rendered the decree, the holders of these bonds ought not to be affected by the defences attempted in this case.

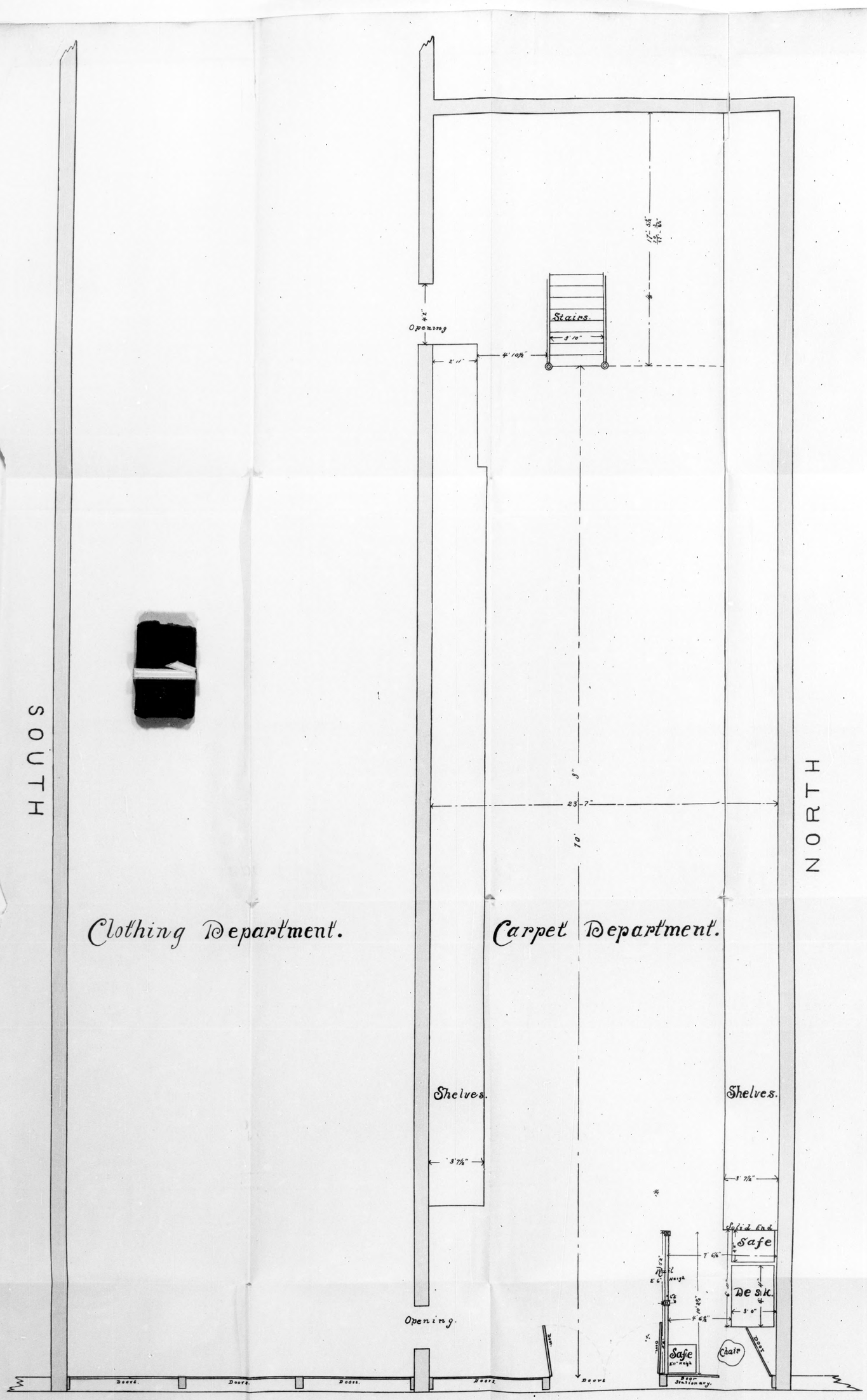
Respectfully submitted by

CONNOLLY & MATHER,

Attorneys for Society for Savings and A. T. Post, Defendants.

O. J. BAILEY,

Attorney for John Ware, Defendant.



No 1593 Aaron & Bernard } p 4.

Scale ½ inch = One Foot.

No. 102

CONDENSED

ABSTRACT OF TITLE

TO

The E½ & E½ Sec. 33, T. 8 S. R. 1 E. of 3rd P.M. 80 Acres

Made by

Exhibit "A"

These Blanks are entered according to act of Congress, by A. K. Sales, Chicago.

SOLD ONLY BY

JNO. B. WHALEN, - SYCAMORE, ILL.

ABSTRACT OF TITLE

TO

The East ½ of S.E. qr. Sec. 33

Town 8. S. Range 1. East of 3rd P. M.

SHEET NO. 1

COMPILED BY W. H. Warder

Entered according to Act of Congress in the Year 1878 by A.K. Sales, in the Office of the Librarian of Congress Washington, D.C.

INSTRUMENT. Original Entry

Consideration $

Record Book No. 1 Original Entries

PAGE. No. 11

DOCKET NO. No.

LOT | Block

DESCRIPTION OF PROPERTY.

Sec.	Town	Range	Acres
33	8 S	1 E	40

GRANTOR: United States

TO

GRANTEE: Settis Priddy

Entire N.E. ¼ S.W. qr

As shown by the book of Original Entries in the Recorders office of Williamson Co. Ills. duly certified to by the State Auditor

Sheet No

Remarks.

Patent not recorded in this Co.

Covenant No

DATE INSTRUMENT: MONTH Dec | DAY 13 | YEAR 52

DATE OF FILING: MONTH | DAY | YEAR

Copyrighted 1878 by A.K. Sales

Lith by Ezra & Cook Chicago

334

Consideration	Record Book	PAGE	DOCKET NO.
$	No. A Original Entries	No. 11	No.

INSTRUMENT. Original Entries

GRANTOR: Entry United States

TO

GRANTEE: Pettis Priddy

DATE INSTRUMENT MONTH	DAY	YEAR	DATE OF FILING MONTH	DAY	YEAR
Aug	18	52			

LOT	Block	DESCRIPTION OF PROPERTY	Sec.	Town	Range	Acres
		Entire S. E¼ S. Eq	33	8	1	40

As shown by the book of Original Entries in the Recorders Office of Williamson Co. Ill. duly certified to by the State Auditor

Sheet No. 3

Remarks.

Covenant No.

Patent Not recorded

Copyrighted 1879 by A. T. Stiles

Lith by Ezra A. Cook Chicago

Consideration	Record Book	PAGE	DOCKET NO.
$ 100	No. M	No. 659	No.

INSTRUMENT. Warranty Deed

GRANTOR: Pettis Priddy Sr and his wife

TO

GRANTEE: Pettis Priddy Jr

DATE INSTRUMENT MONTH	DAY	YEAR	DATE OF FILING MONTH	DAY	YEAR
June	10	54	Aug	13	58

LOT	Block	DESCRIPTION OF PROPERTY	Sec.	Town	Range	Acres
		Convey E½ of SE qr	33	8	1	80

Sheet No. 4

Remarks.

Covenant No.

Copyrighted 1879 by A. T. Stiles

Lith by Ezra A. Cook Chicago

Consideration	Record Book	PAGE	DOCKET NO.
$ 134.79	No. A	No. 93	No.

INSTRUMENT. Mortgage

GRANTOR: Pettis Priddy and his wife

TO

GRANTEE: Isaac Snyder as Admr of Est of Wm Hinchcliff deceased

DATE INSTRUMENT MONTH	DAY	YEAR	DATE OF FILING MONTH	DAY	YEAR
Aug	17	61	Sept	9	61

LOT	Block	DESCRIPTION OF PROPERTY	Sec.	Town	Range	Acres
		N. E¼ S. E. qr	33	8	1	40

to secure payment of $134.79 due Sept 9.1861.

Sheet No. 5

Remarks.

Covenant No.

Entered satisfaction of Record on March 26. 1865.

Copyrighted 1879 by A. T. Stiles

Lith by Ezra A. Cook Chicago

INSTRUMENT. Lease

Consideration $1 & Lc | Record Book No. | PAGE. No. | DOCKET NO. No. | LOT | Block

GRANTOR: Nancy Priddy

TO

GRANTEE: F. J. Chapman Asgill Conner and Andrew C. Bryden

DATE OF INSTRUMENT: MONTH Mch DAY 18 YEAR 71

DATE OF FILING: MONTH Sept DAY 20 YEAR 71

DESCRIPTION OF PROPERTY

	Sec.	Town	Range	Acres
Leases E½ Se. E qr	33	8	1	80

All coal under said tract with the right to Construct and operate Mines, roadways &c

Lessee agrees to pay Lessor $10.00 each & Acres Tract per annum until Mining on said Land is begun as next, And when actual mining begins will pay Monthly by the 15 of the Succeeding

Sheet No. 5

Remarks. 5 cts per ton for all merchantable Coal Mined from under said Land Acknowledged before James Scott J.P. Williamson Co. Ill on Sept 6. 1871

Conveyance No.

Copyright 1871 by A. T. Stiles — Lith by Ezra A. Cook, Chicago

INSTRUMENT. Assignment Lease

Consideration $6500 | Record Book No 2 | PAGE. No. 552 | DOCKET NO. No. | LOT | Block

GRANTOR: F. J. Chapman. Asgill Conner and Andrew C. Bryden

TO

GRANTEE: The Carbondale Coal & Coke Company

DATE OF INSTRUMENT: MONTH Oct DAY 29 YEAR 72

DATE OF FILING: MONTH Nov DAY 4 YEAR 72

DESCRIPTION OF PROPERTY

	Sec.	Town	Range	Acres
Assigns foregoing Lease of E½ of E. Qr And other Lands	33	8	1	80

Sheet No.

Remarks. Acknowledged before D. W. Hamilton a Notary Public of Jackson Co. Ill. on Oct 29. 1872.

Conveyance No.

Copyright 1871 by A. T. Stiles — Lith by Ezra A. Cook, Chicago

State of Illinois. Williamson County.

In Probate Court March Term 1873.

In the Matter of the estate of Nettie Priddy

Petition of Nancy Priddy filed for Letters of Guardianship

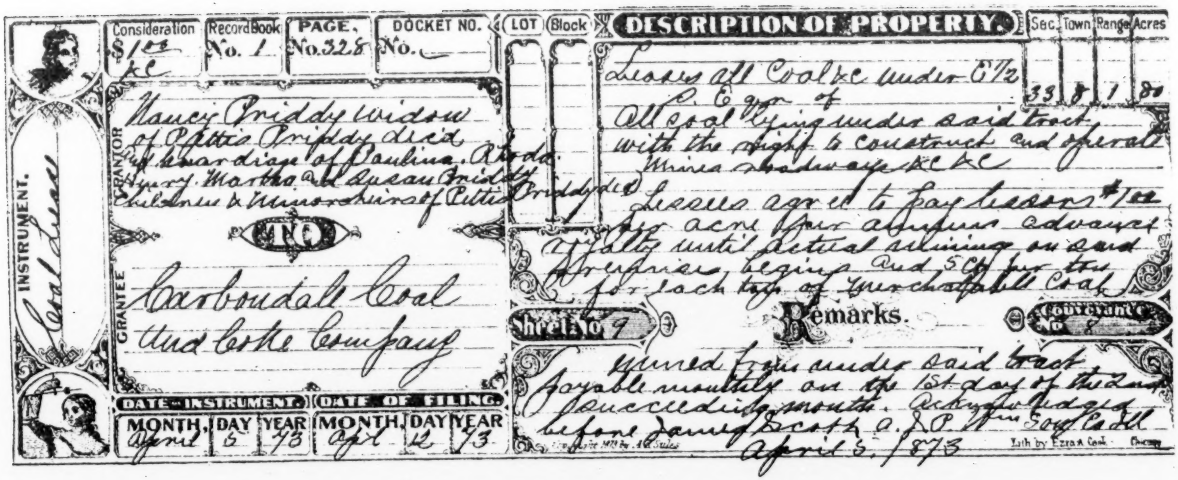
Affidavit of petitioner that Paulina, Rhoda, Henry, Martha

Sheet No. 8 And Susan Priddy are Minor heirs of said Conveyance No. 7

Guardian. Bond filed and approved by the Court on March 17, 1873. And Letters of Guardianship issued to her

Petition fails to State ages of the Minors

339



INSTRUMENT: Coal Lease

Consideration	Record Book	PAGE.	DOCKET NO.
$1.00 &c	No. 1	No. 328	No. —

GRANTOR: Nancy Priddy widow of Pettis Priddy decd & Guardian of Paulina, Rhoda, Henry, Martha & Pleasant Priddy Children & Minor heirs of Pettis Priddy decd

TO

GRANTEE: Carbondale Coal and Coke Company

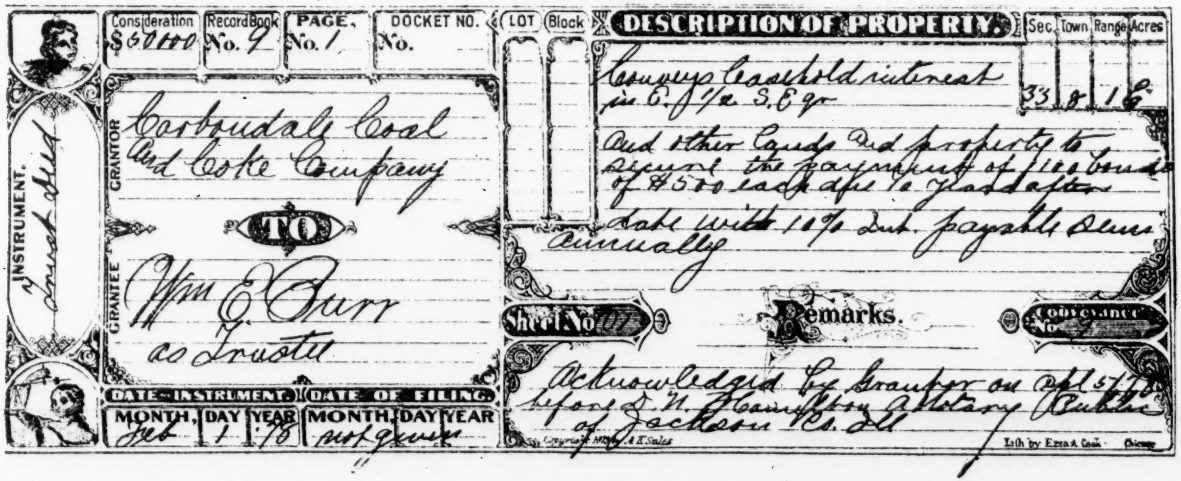
DATE INSTRUMENT			DATE OF FILING		
MONTH	DAY	YEAR	MONTH	DAY	YEAR
April	6	73	April	12	73

LOT	Block	DESCRIPTION OF PROPERTY.	Sec.	Town	Range	Acres
		Leases all Coal &c under E 1/2 S.E. qr of All Coal lying under said tract with the right to construct and operate Mines shafts ways &c &c Lessee agrees to pay lessors $1.00 per acre for all coal actual mining on said premises, begins Aug 5th for ten [illegible] for each ton of merchantable coal	33	8	1	80

Sheet No. 9 — Remarks. — Conveyance No. 8

Mined Coal under said tract payable monthly on the 1st day of the succeeding months. Acknowledged before Dan'l Scott Q.P.S. Wm Sou Co Ill April 3, 1873

Engraved by A. H. Smith — Lith by Ezra A. Cook, Chicago



INSTRUMENT: Quit Claim Deed

Consideration	Record Book	PAGE.	DOCKET NO.
$60.00	No. 9	No. 1	No.

GRANTOR: Carbondale Coal and Coke Company

TO

GRANTEE: Wm G. Burr as Trustee

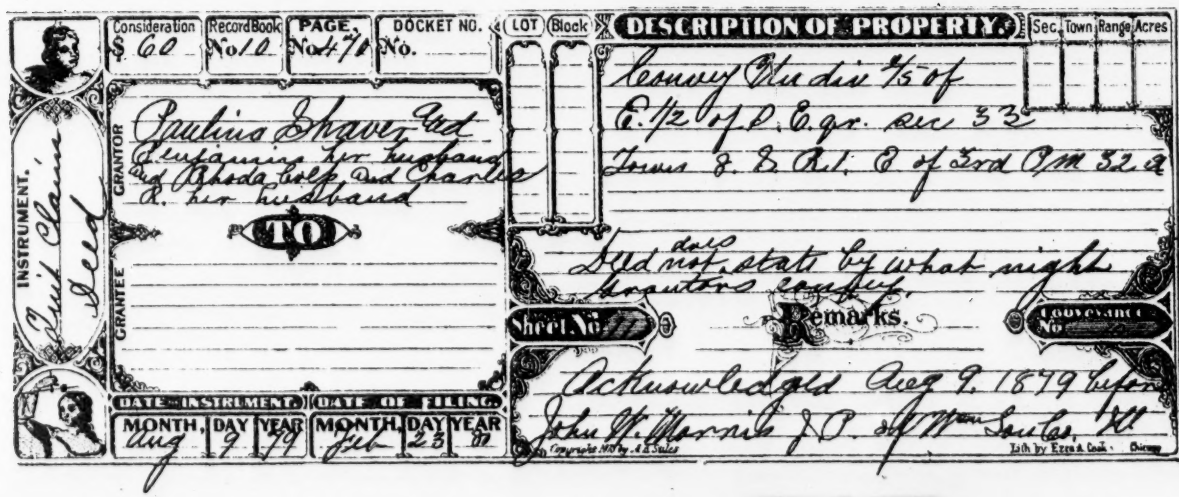
DATE INSTRUMENT			DATE OF FILING		
MONTH	DAY	YEAR	MONTH	DAY	YEAR
Feb	1	78	not given		

LOT	Block	DESCRIPTION OF PROPERTY.	Sec.	Town	Range	Acres
		Conveys Leasehold interest in E. 1/2 S.E. qr	33	8	1	E
		And other Lands and property to secure the payment of five bonds of $500 each due to Gladstone date with 10% Int. payable semi annually				

Sheet No. 17 — Remarks. — Conveyance No. 5

Acknowledged by Grantor on all 5 bonds before D. N. Hamilton Notary Public of Jackson Co. Ill

Engraved by A. H. Smith — Lith by Ezra A. Cook, Chicago



INSTRUMENT: Quit Claim Deed

Consideration	Record Book	PAGE.	DOCKET NO.
$ 60	No 10	No 470	No.

GRANTOR: Paulina Shaver and Euphamia her husband & Rhoda Colp and Charles R. her husband

TO

GRANTEE:

DATE INSTRUMENT			DATE OF FILING		
MONTH	DAY	YEAR	MONTH	DAY	YEAR
Aug	9	79	Feb	23	80

LOT	Block	DESCRIPTION OF PROPERTY.	Sec.	Town	Range	Acres
		Conveys Undiv 1/5 of E. 1/2 of S.E. qr. sec 33 Towns 8. S. R. 1. E of 3rd P.M. 32 a				
		Deed does not state by what right Grantors convey.				

Sheet No. 17 — Remarks. — Conveyance No.

Acknowledged Aug 9. 1879 before John H. Morris J.P. Jackson Co. Ill

Engraved by A. H. Smith — Lith by Ezra A. Cook, Chicago

INSTRUMENT. Deed for Rec'd

Consideration	Record Book	PAGE.	DOCKET NO.
$60	No. 11	No. 222	No.

GRANTOR: J. V. Mulkey and Susan Mulkey his Wf

TO

GRANTEE: Patrick Gooden

DATE OF INSTRUMENT			DATE OF FILING		
MONTH	DAY	YEAR	MONTH	DAY	YEAR
Apr	20	80	Feb	25	81

LOT	Block	DESCRIPTION OF PROPERTY.	Sec.	Town	Range	Acres
		Deed for deed to Hudson 1/16 of East 1/2 S. E. qr sec 33. T. 8. R. 1. E.				

Sheet No. 72

Remarks.

Deed probably assigned to Wm. Henderson

Conveyance No.

Copyright 1879 by A. R. Stiles — Faith by Ezra A. Cook, Chicago

INSTRUMENT. Deed Rec'd

Consideration	Record Book	PAGE.	DOCKET NO.
$60	No. 12	No. 256	No.

GRANTOR: William Goodin and Martha his wife

TO

GRANTEE: Patrick Goodin

DATE OF INSTRUMENT			DATE OF FILING		
MONTH	DAY	YEAR	MONTH	DAY	YEAR
Dec	15	80	Feb	21	81

LOT	Block	DESCRIPTION OF PROPERTY.	Sec.	Town	Range	Acres
		Conveys the dis't S of E 1/2 of S. E. qr	33	8	1	10
		Deed does not state by what right grantor conveys				

Sheet No. 73

Remarks.

Acknowledged Dec 15. 80 before John W. Morris J. P. of Wm. Pen Co Ill

Conveyance No.

Copyright 1879 by A. R. Stiles — Faith by Ezra A. Cook, Chicago

INSTRUMENT. Deed Rec'd

Consideration	Record Book	PAGE.	DOCKET NO.
$640	No. 10	No.	No.

GRANTOR: Patrick Goodin and Nancy Goodin his wife

TO

GRANTEE: William Henderson

DATE OF INSTRUMENT			DATE OF FILING		
MONTH	DAY	YEAR	MONTH	DAY	YEAR
March	8	81	May	20	81

LOT	Block	DESCRIPTION OF PROPERTY.	Sec.	Town	Range	Acres
		Conveys E 1/2 S. E. Qr	33	8	1	80
		Deed does not states by what rights Grantors conveys or what witnesses and conveyed				

Sheet No. 74

Remarks.

Acknowledged Dec. 20/81 before A. H. W. Hampton N. P. of Hudson Co. Ill

Conveyance No. 75

Copyright 1879 by A. R. Stiles — Faith by Ezra A. Cook, Chicago

338

Consideration	Record Book	PAGE	DOCKET NO.	LOT	Block	DESCRIPTION OF PROPERTY	Sec.	Town	Range	Acres
$200	No. D May	No. 342	No.			Mtge E ½ of S. E qr	33	5	1	80

INSTRUMENT: Mortgage

GRANTOR: William Henderson and Sarah Hastings

GRANTEE: Patrick Gordin

To secure the payment of $200 due March 25/73

DATE OF INSTRUMENT			DATE OF FILING		
MONTH	DAY	YEAR	MONTH	DAY	YEAR
Dec	3	81	April	1	81

Sheet No 16 — Remarks. — Covenants No 14

Satisfied in full on the Record January 6th 1883

Copyright 1878 by A.T. Sailes — Lith by Ezra A. Cook

Consideration	Record Book	PAGE	DOCKET NO.	LOT	Block	DESCRIPTION OF PROPERTY	Sec.	Town	Range	Acres
$100	No 11	No 354	No.			Land for Deed to Mudens Supvrs Clk's S. E. Sec 33 T5 R1 E				

INSTRUMENT: Quit Claim Deed

GRANTOR: Henry Priddy and Nancy Priddy

GRANTEE: Wm Henderson

Bond conditioned for the Conveyance by Henry Priddy & Wm Henderson of lots with mill as by below described land on payment by Henderson of $60 = Said conveyance and payment to be made on the 1st day of

DATE OF INSTRUMENT			DATE OF FILING		
MONTH	DAY	YEAR	MONTH	DAY	YEAR
Oct	5	81	Aug	20	81

Sheet No 16 — Remarks. — Covenants No 15

Part of the property of said Henry Priddy

Copyright 1878 by A.T. Sailes — Lith by Ezra A. Cook

Consideration	Record Book	PAGE	DOCKET NO.	LOT	Block	DESCRIPTION OF PROPERTY	Sec.	Town	Range	Acres
$100	No. 14	No 15	No.			Convey all but mtg E/p S E qr	33	5	1	141

INSTRUMENT: Quit Claim Deed

GRANTOR: Henry Priddy and Susannah Priddy

GRANTEE: Wilson Henderson

Deed does not show by what right Grantor Conveys or to what interest is conveyed

DATE OF INSTRUMENT			DATE OF FILING		
MONTH	DAY	YEAR	MONTH	DAY	YEAR
Feb	23	82	July	24	82

Sheet No 17 — Remarks. — Covenants No 16

Acknowledged Jan 25 '82 before R. H. McNaughton a N. P. for Jackson Co. Ill.

Copyright 1878 by A.T. Sailes — Lith by Ezra A. Cook

INSTRUMENT. Quit Claim Deed

Consideration	Record Book	PAGE.	DOCKET NO.
$ 60.	No. 14	No. 94	No.

GRANTOR: Isaac N. Muckey and Susan Muckey his wife

TO

GRANTEE: William Henderson

DATE OF INSTRUMENT			DATE OF FILING		
MONTH	DAY	YEAR	MONTH	DAY	YEAR
May	23	82	July	27	82

LOT	Block	DESCRIPTION OF PROPERTY	Sec.	Town	Range	Acres
		Conveys Undiv. Int. in E 1/2 S.E. qr	33	8	1	80
		Deed does not state by what right Grantors convey or what interest is conveyed				

Sheet No. 18

Remarks.

Copy of No. 17

Acknowledged May 23. '82 before R. H. Hampton a Notary Public of Williamson Co. Ill.

Copyright 1882 by A. K. Stiles — Eith by Ezra A. Cook Chicago

INSTRUMENT. Quit Claim Deed

Consideration	Record Book	PAGE.	DOCKET NO.
$ 100	No. 14	No. 317	No.

GRANTOR: Wm Henderson and Sarah his wife

TO

GRANTEE: E. A. Hitchcock

DATE OF INSTRUMENT			DATE OF FILING		
MONTH	DAY	YEAR	MONTH	DAY	YEAR
Sept	17	85	Sept	21	85

LOT	Block	DESCRIPTION OF PROPERTY	Sec.	Town	Range	Acres
		Lease E 1/2 S E qr All coal under stand with the right to construct and operate mines, roadways &c Lessee agrees to pay Lessors $1 cts per acre for an Annual advance royalty Until actual mining of said premises begins and 5 cts per ton for each ton of Merchantable Coal mined from under said land payable monthly on	33	8	1	80

Sheet No. 19

Remarks.

Copy of No. 18

1st day of the 2nd succeeding month

Acknowledged by Lessors Sept 17 85 before R. H. Hampton Notary Public of Williamson Co. Ill.

Copyright 1882 by A. K. Stiles — Eith by Ezra A. Cook Chicago

State of Illinois
County of Williamson

Sheet No. 20

I do hereby certify that I have examined the title of the premises described on sheet 1 of this abstract, and find no conveyance of the same on record in the Recorders office of said County, by either of the parties named herein as grantors or grantees, prior to the date of the record of the instruments made by them respectively, as herein set forth, nor any judgments in any of the Courts of said County, against either of said parties, which are liens upon said lands, or tax sales of said premises remaining Uncancelled of Record, other than herein set forth.

The foregoing abstract consists of 17 conveyances and of 20 sheets. numbered consecutively from one to 20 inclusive.

Witness My hand and seal this 26th day of July A. D. 1886 at 11 o'clock A. M

W. E. Wroder
Abstracter of the Records
of said County

Endorsed

Filed July 16. 1886
H. A. Jones Clerk.

No. 108

CONDENSED

ABSTRACT OF TITLE

TO

The S. W. ¼ S. E. ¼ Sec. 33, T. 8 S. R. 1 E. of 3rd P. M. 40 acres

Made by

Exhibit "B"

These Blanks are entered according to act of Congress, by A. H. Stiles, Chicago.

SOLD ONLY BY

JNO. B. WHALEN, - SYCAMORE, ILL.

ABSTRACT OF TITLE

TO

The S. W. ¼ S. E. ¼ Sec. 33

Town 8 S. Range 1 E. of 3rd P. M.

SHEET No. 1

COMPILED BY W. B. Warder.

Entered according to Act of Congress in the Year 1879 by A. H. Stiles in the Office of the Librarian of Congress Washington, D.C.

INSTRUMENT. Original Entry

Consideration	Record Book No.	PAGE. No.	DOCKET NO. No.	LOT	Block	DESCRIPTION OF PROPERTY.	Sec.	Town	Range	Acres
$	Entry	1				Entire S. W. ¼ S. E. ¼	33	8	1	40

GRANTOR: United States

TO

GRANTEE: William Abbott

As shown by the Book of original Entries in the recorders office of the Williamson Co. Ill duly certified by the State Auditor

Sheet No. 2

Remarks.

Consecutive No.

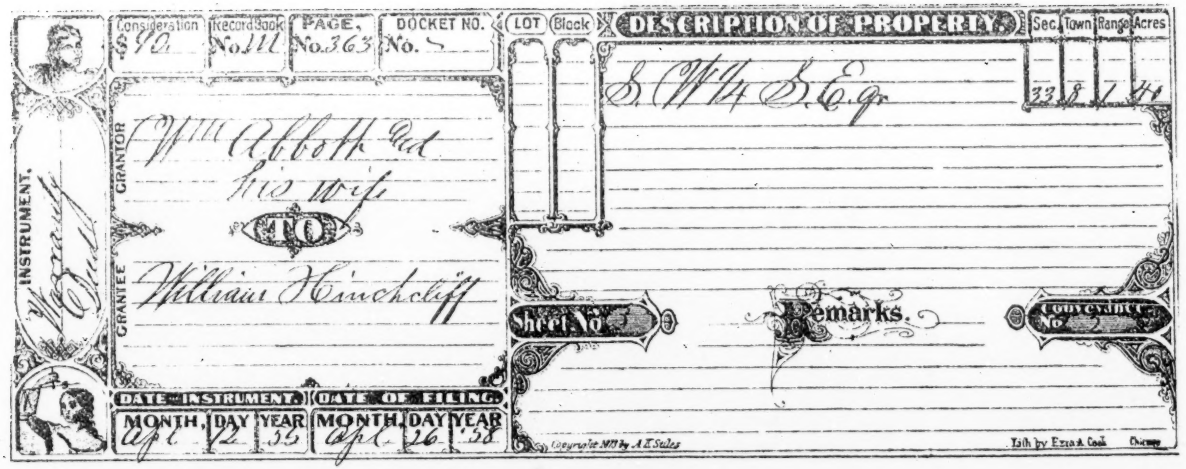
DATE INSTRUMENT: MONTH Mch, DAY 1, YEAR 54

DATE OF FILING: MONTH, DAY, YEAR

Copyrighted 1879 by A. H. Stiles

Lith by Ezra A. Cook Chicago

3H



INSTRUMENT. Warranty Deed

Consideration	Record Book	PAGE.	DOCKET NO.	LOT	Block
$70	No. III	No. 363	No. 5		

GRANTOR: Wm Abbott Esq & his Wife

TO

GRANTEE: William Hinchcliff

DESCRIPTION OF PROPERTY

Sec.	Town	Range	Acres
33	8	1	41

S. W¼ S. E. qr

Sheet No. 2

Remarks.

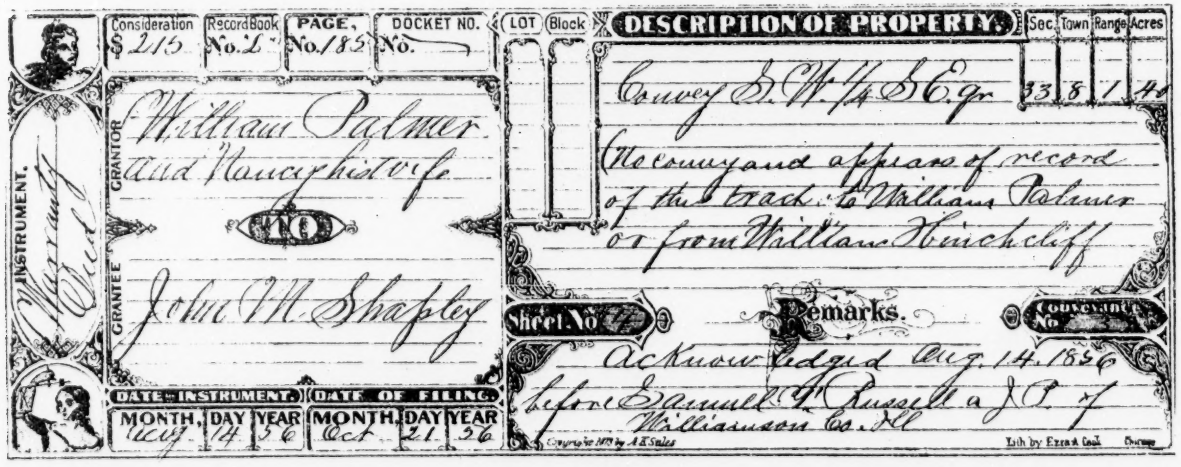
Conveyance No. 2

DATE OF INSTRUMENT: MONTH Sept. DAY 12 YEAR 55

DATE OF FILING: MONTH Sept. DAY 26 YEAR 58

Copyright 1911 by A. E. Stiles

Lith by Ezra A. Cook Chicago



INSTRUMENT. Warranty Deed

Consideration	Record Book	PAGE.	DOCKET NO.	LOT	Block
$215	No. L	No. 185	No. 7		

GRANTOR: William Palmer and Nancy his Wife

TO

GRANTEE: John M. Shapley

DESCRIPTION OF PROPERTY

Sec.	Town	Range	Acres
33	8	1	41

Convey S. W. ¼ S. E. qr

Recovenyand appears of record of the track to William Palmer or from William Hinchcliff

Sheet No. 4

Remarks.

Acknowledged Aug. 14. 1856 before Samuel P. Russell a J.P. of Williamson Co. Ill

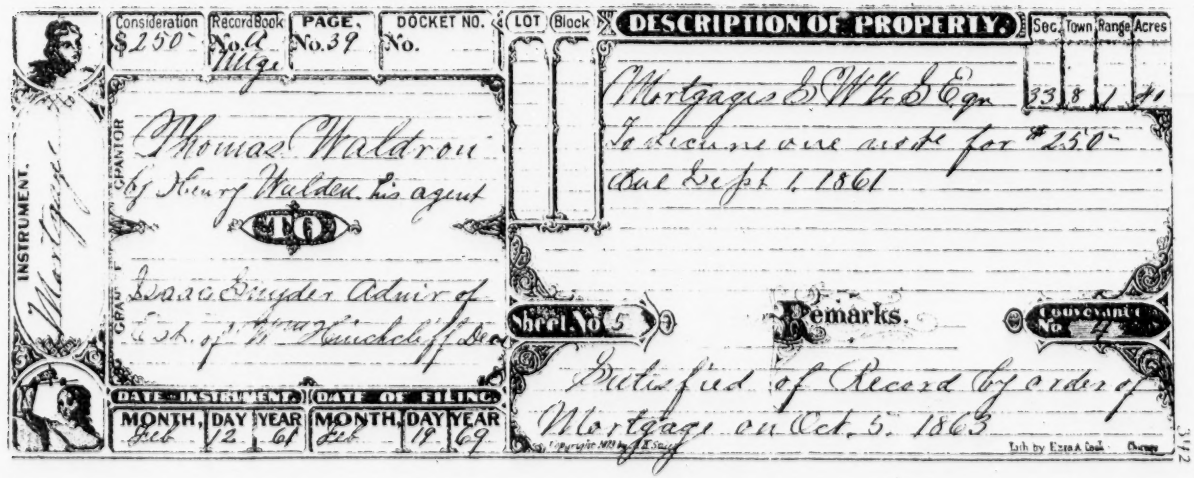
Conveyance No. 3

DATE OF INSTRUMENT: MONTH Aug. DAY 14 YEAR 56

DATE OF FILING: MONTH Oct. DAY 21 YEAR 56

Copyright 1911 by A. E. Stiles

Lith by Ezra A. Cook Chicago



INSTRUMENT. Mortgage

Consideration	Record Book	PAGE.	DOCKET NO.	LOT	Block
$250	No. L Mtge	No. 39	No.		

GRANTOR: Thomas Waldron by Henry Walden his agent

TO

GRANTEE: Isaac Snyder Admr of Est. of Wm Hinchcliff Dec

DESCRIPTION OF PROPERTY

Sec.	Town	Range	Acres
33	8	1	41

Mortgages S. W¼ S. E. qr

To secure one note for $250 Due Sept 1. 1861

Sheet No. 5

Remarks.

Satisfied of Record by order of Mortgagee on Oct. 5. 1863

Conveyance No. 4

DATE OF INSTRUMENT: MONTH Feb DAY 12 YEAR 61

DATE OF FILING: MONTH Feb DAY 18 YEAR 69

Copyright 1911 by A. E. Stiles

Lith by Ezra A. Cook Chicago

Consideration $200 | Record Book No U | PAGE No. 72 | DOCKET NO. No. | LOT | Block | DESCRIPTION OF PROPERTY. | Sec. | Town | Range | Acres

INSTRUMENT. Quit Claim Deed

GRANTOR: Thomas Waldron and Barbary his wife

TO

GRANTEE: Joseph Waldron

Convey E½ W¼ & Egr — 33 | 8 | 7 | 40

Sheet No. | Remarks. | Conveyance No. 5

Acknowledged March 11 1871 before J. W. Kearsabell Cir. Clk of Williamson Co. Ill

DATE OF INSTRUMENT: MONTH March | DAY 11 | YEAR 71

DATE OF FILING: MONTH March | DAY 11 | YEAR 71

Copyright 1870 by A. R. Sailes

Lith by Ezra A. Cook Chicago

Joseph Waldron
vs
John M. Shapley and Elizabeth his wife

State of Illinois Williamson Co.
In Circuit Court July T. 1871
Bill for dec. of sale
See Chan. Record A. p 334.

Decree — Defts make default &c. referred to Master. Cause heard on Bill, Exhibits, proofs taken and reported by Master, and evidence heard in open Court. And the Court finds that on Aug 27/60 Defts sold Thomas Waldron the E½ W¼ & E. Gr Sec 33. T. 8. S. R. 1 East of 3rd P.M. 40 & concerned the purchase price $200. and made and delivered a deed for same to said Thomas Waldron. That on presenting the deed for record the acknowledgement was found to be defective, and said Waldron forwarded the deed to said Shapley to be re-acknowledged. but said Shapley failed to return said deed though often requested so to do. Decree wherefore that Defts make execute and deliver to Joseph Waldron to whom said Thomas Waldron had conveyed said land on March 11, 1871. a good and sufficient deed for above described 40 acres and in default that the Master in Chancery of this Court convey said land to said Joseph Waldron. Cause continued for report of Master. Master's report of Execution of deed approved March 28/72. See Chan. Rec. A. p. 389

Sheet No. 7 | Conveyance No. 6

Consideration $200 | Record Book No Z | PAGE, No. 193 | DOCKET NO. No. | LOT | Block | DESCRIPTION OF PROPERTY. | Sec. | Town | Range | Acres

INSTRUMENT. Master's Deed

GRANTOR: Master in Chancery of Williamson Co. Ill

TO

GRANTEE: Joseph Waldron

Convey E½ W¼ & E. Gr — 33 | 8 | 1 | 40

Deed made pursuant to decree of the Williamson Co Cir Ct Ill in re Joseph Waldron vs. John M. Shapley et al rendered at July Term 1871

Sheet No. 2 | Remarks. | Conveyance No. 7

Said decree done in full.

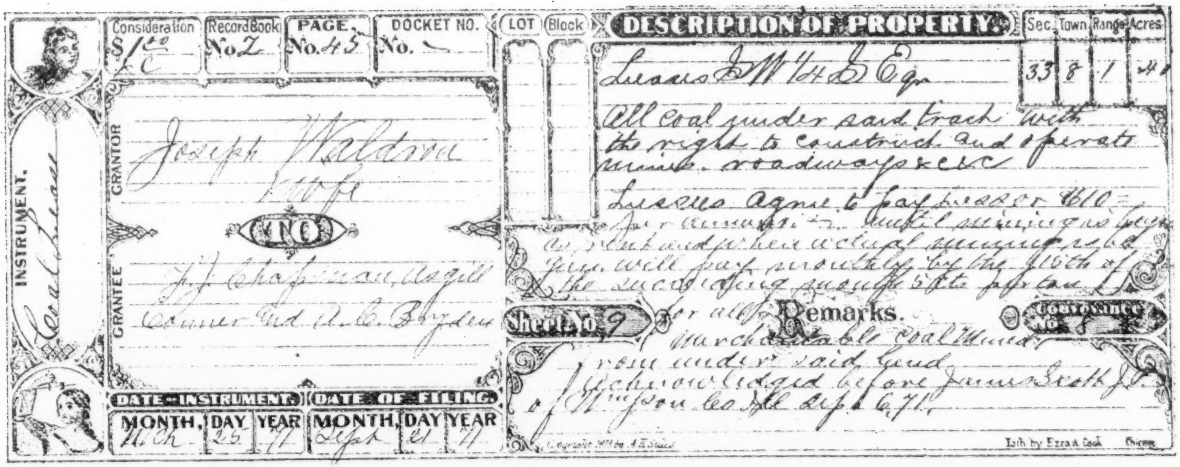
Acknowledged Feb 23 1872 before C. W. Hood and J. P. Jos. Wm. Fox Co Ill

DATE OF INSTRUMENT: MONTH Feb | DAY 23 | YEAR 72

DATE OF FILING: MONTH March | DAY 16 | YEAR 72

Copyright 1870 by A. R. Sailes

Lith by Ezra A. Cook Chicago



INSTRUMENT. Coal Lease

Consideration	Record Book	PAGE	DOCKET NO.
$1.00	No. 2	No. 45	No. —

LOT | Block

DESCRIPTION OF PROPERTY

Sec.	Town	Range	Acres
33	8	1	40

GRANTOR: Joseph Waldron
wife

TO

GRANTEE: J. J. Chapman, Asgill Conner and A. E. Bryden

Lessees D.W. ¼ S.E. ¼

All Coal under said tract with the right to construct and operate mines, roadways, etc. etc.

Lessees agree to pay lessor 6¢ per ton until such time as the actual amount paid to lessor will pay a royalty by the 10th of the succeeding month of $50 per annum.

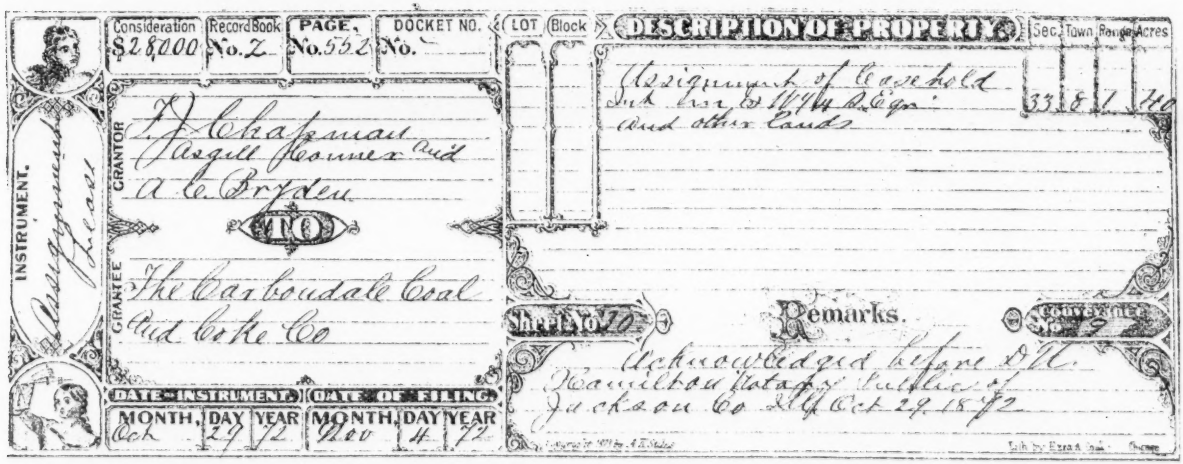
Sheet No. 9 — Remarks. — Convs. since No. 8

for all merchantable coal mined from under said land.

Acknowledged before James Scott J.P. of Winston Co Miss Sept 6 71

DATE INSTRUMENT: MONTH March, DAY 25, YEAR 71 — DATE OF FILING: MONTH Sept, DAY 21, YEAR 71

Copyright 1871 by A. T. Stiles — Lith by Ezra A. Cook, Chicago



INSTRUMENT. Assignment Lease

Consideration	Record Book	PAGE	DOCKET NO.
$2,000	No. 2	No. 552	No. —

LOT | Block

DESCRIPTION OF PROPERTY

Sec.	Town	Range	Acres
33	8	1	40

GRANTOR: P. J. Chapman, Asgill Conner and A. E. Bryden

TO

GRANTEE: The Carbondale Coal and Coke Co

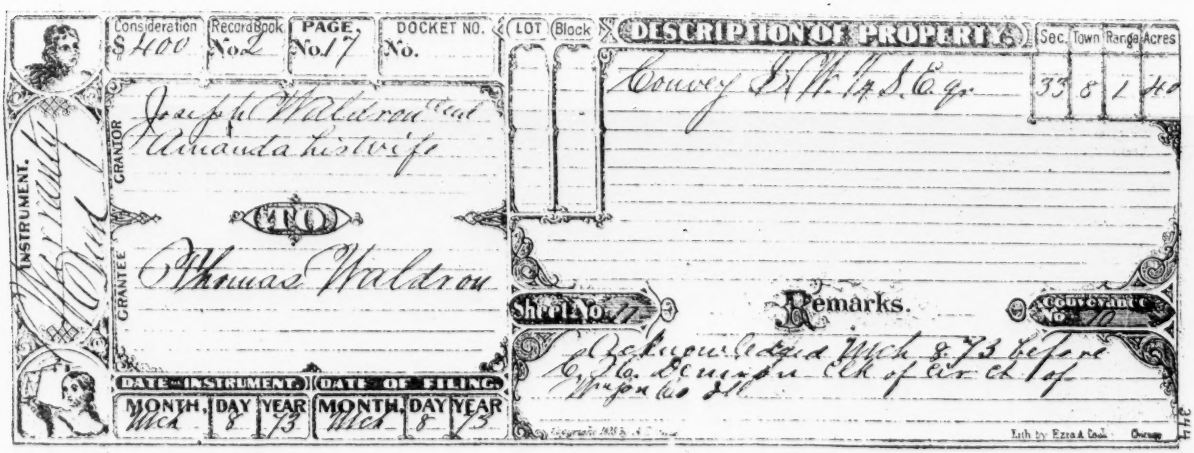
Assignment of Lease held by Lessees to W ¼ S.E. ¼ Sec and other lands

Sheet No. 10 — Remarks. — Convs. since No. 9

Acknowledged before D.H. Hamilton Notary Public of Jackson Co Ill Oct 29 1872

DATE INSTRUMENT: MONTH Oct, DAY 29, YEAR 72 — DATE OF FILING: MONTH Nov, DAY 4, YEAR 72

Copyright 1871 by A. T. Stiles — Lith by Ezra A. Cook, Chicago



INSTRUMENT. Warranty Deed

Consideration	Record Book	PAGE	DOCKET NO.
$400	No. 2	No. 17	No.

LOT | Block

DESCRIPTION OF PROPERTY

Sec.	Town	Range	Acres
33	8	1	40

GRANTOR: Joseph Waldron and Amanda his wife

TO

GRANTEE: Thomas Waldron

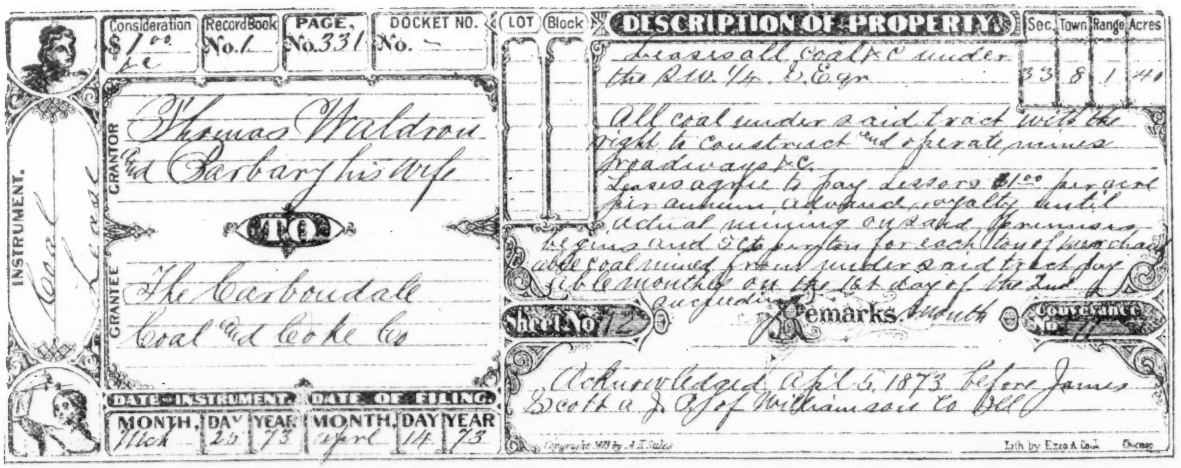
Convey S.W. ¼ S.E. ¼

Sheet No. 11 — Remarks. — Convs. since No. 10

Acknowledged Mch 8 73 before C. H. Dempsey Clk of Circ Ct of Winston Co Miss

DATE INSTRUMENT: MONTH Mch, DAY 8, YEAR 73 — DATE OF FILING: MONTH Mch, DAY 8, YEAR 73

Copyright 1871 by A. T. Stiles — Lith by Ezra A. Cook, Chicago



INSTRUMENT: Coal Lease

Consideration	Record Book	PAGE	DOCKET NO.	LOT	Block
$1.00 &c	No. 1	No. 331	No. —		

GRANTOR: Thomas Waldron and Barbary his Wife

TO

GRANTEE: The Carbondale Coal and Coke Co

DESCRIPTION OF PROPERTY

Sec.	Town	Range	Acres
33	8	1	40

Lease all Coal &c under the E½ W¼ S.E. Qr

All coal under said tract with the right to construct and operate mines roadways &c. Lessee agree to pay lessors 8½c per gross ton at mine, as royalty until actual mining on said premises begins and 5½c per ton for each ton of merchantable coal mined from under said tract per year for 6 months on the 1st day of the 2nd & succeeding

Sheet No. 72

Remarks. Smooth

Conveyance No. 11

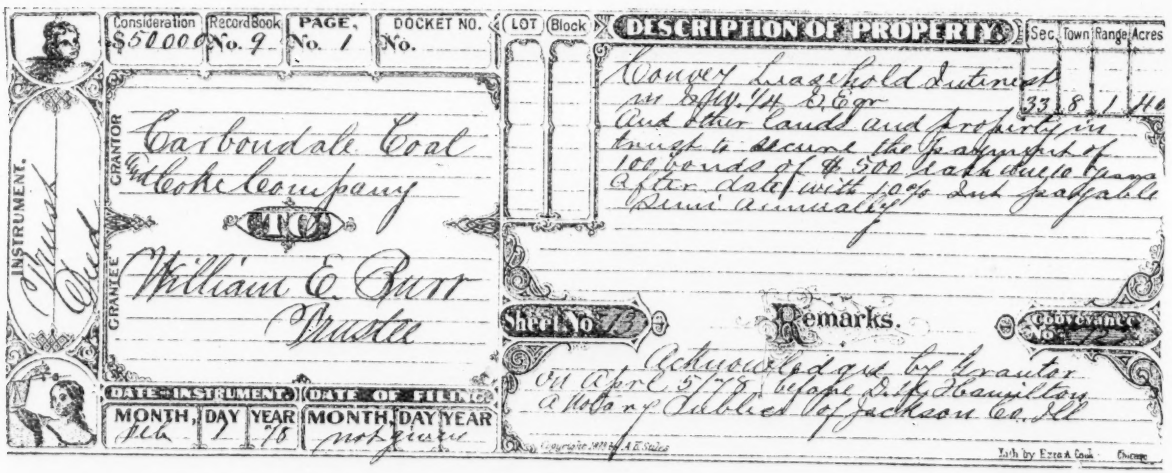
DATE OF INSTRUMENT: MONTH March, DAY 25, YEAR 73

DATE OF FILING: MONTH April, DAY 14, YEAR 73

Acknowledged April 5, 1873 before James Scott a J.P. of Williamson Co Ill

Copyright 1878 by A.E. Stiles

Lith by Ezra A. Cook Chicago



INSTRUMENT: Mtge Deed

Consideration	Record Book	PAGE	DOCKET NO.	LOT	Block
$50000	No. 9	No. 1	No.		

GRANTOR: Carbondale Coal and Coke Company

TO

GRANTEE: William E. Burr Trustee

DESCRIPTION OF PROPERTY

Sec.	Town	Range	Acres
33	8	1	40

Conveys Leasehold Interest in E½ W¼ S.E. Qr And other lands and property in trust to secure the payment of 100 bonds of $500 each due 10 years after date with 10% 2nd payable & bond annually

Sheet No. 73

Remarks.

Conveyance No.

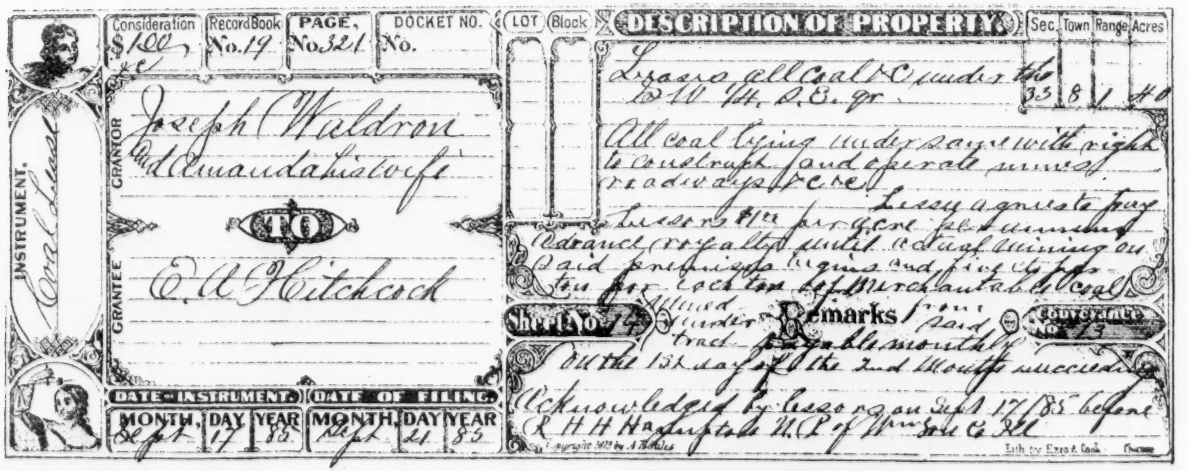
DATE OF INSTRUMENT: MONTH Feb, DAY 1, YEAR 78

DATE OF FILING: MONTH not given

Acknowledged by Grantor on April 5 1878 before D.K. Hamilton a Notary Public of Jackson Co. Ill

Copyright 1878 by A.E. Stiles

Lith by Ezra A. Cook Chicago



INSTRUMENT: Coal Lease

Consideration	Record Book	PAGE	DOCKET NO.	LOT	Block
$100 &c	No. 14	No. 321	No.		

GRANTOR: Joseph Waldron and Amanda his Wife

TO

GRANTEE: E.A. Hitchcock

DESCRIPTION OF PROPERTY

Sec.	Town	Range	Acres
33	8	1	40

Lease all Coal &c under E½ W¼ S.E. Qr

All coal lying under said tract with right to construct and operate mines roadways &c. Lessee agrees to pay Lessors 8½c per gross ton at mine as royalty until actual mining on said premises begins and 5½c per ton for each ton of Merchantable Coal mined from under said tract payable monthly on the 1st day of the 2nd Month succeeding

Sheet No. 74

Remarks from

Conveyance No. 73

DATE OF INSTRUMENT: MONTH Sept, DAY 17, YEAR 85

DATE OF FILING: MONTH Sept, DAY 21, YEAR 85

Acknowledged by Lessors on Sept 17 85 before R H H Hazelwood N.P. of Williamson Co Ill

Copyright 1878 by A.E. Stiles

Lith by Ezra A. Cook Chicago

345

State of Illinois, Williamson County ss Probate Court

In the Matter of the Estate of Thomas Waldron dcd Joseph Waldron Admr

From the files in said Matter in said Probate Court it appears that Thomas Waldron died intestate on May 11, 1876 leaving Surviving him Barbara Waldron his Widow and David Waldron Mary Fowler, Israel Waldron, Henry Waldron Joseph Waldron, David Waldron Jr Emma Morgan and Martha Naugle his only heirs at Law.

Joseph Waldron appointed Admr & discharged July 17, 78.

Sheet No 15 — Convenience No. 14

INSTRUMENT. Quit Claim Deed.

Consideration	Record Book	PAGE.	DOCKET NO.	LOT	Block
$20.	No 14	No. 570	No. —		

GRANTOR: Wm D. Waldron, Martha Naugle and Thomas Naugle Her husband

TO

GRANTEE: Joseph Waldron,

DESCRIPTION OF PROPERTY

Sec.	Town	Range	Acres
33	8	1	40

Conveys all right and interest in SW 1/4 SE 1/4 Sec

Deed does not state by what right or what interest therein Conveyed.

DATE OF INSTRUMENT: MONTH Sept. DAY 12 YEAR 79

DATE OF FILING: MONTH March DAY 20 YEAR 80

Sheet No 16 — Remarks. — Convenience No. 15

Acknowledged Sept 12. 1879 before James M. Mashburn Master Chancery of Wmson Co Ill

Copyright 1881 by A. L. Stiles — Lith by Ezra A. Cook Chicago

---

INSTRUMENT. Quit Claim Deed

Consideration	Record Book	PAGE.	DOCKET NO.	LOT	Block
$20	No 14	No. 571	No. —		

GRANTOR: Henry Waldron Catherine McCord and Frank her Sons

TO

GRANTEE: Joseph Waldron

DESCRIPTION OF PROPERTY

Sec.	Town	Range	Acres
33	8	1	40

Convey all their interest in the SW 1/4 SE 1/4 Sec

Deed does not state by what right or what interest therein Conveyed)

DATE OF INSTRUMENT: MONTH June DAY 24 YEAR 85

DATE OF FILING: MONTH March DAY 20 YEAR 86

Sheet No 17 — Remarks. — Convenience No. 16

Acknowledged June 29. 1885 before R. H. Humphreys a Notary Public for Williamson Co Ill

Copyright 1881 by A. L. Stiles — Lith by Ezra A. Cook Chicago

346

INSTRUMENT. Quit Claim Deed

Consideration $ 20 | Record Book No. 14 | PAGE. No. 572 | DOCKET NO. No. —

GRANTOR: Mary Fowler and Hus, A Fowler and Darrel Waldron and Eliza his wife

TO

GRANTEE: Joseph Waldron

DATE INSTRUMENT: MONTH Dec | DAY 28 | YEAR 80

DATE OF FILING: MONTH Dec | DAY 20 | YEAR 86

LOT | Block

DESCRIPTION OF PROPERTY

Sec.	Town	Range	Acres
33	8	1	40

Convey all their interest in E½ NW¼ S.D. 40

Deed does not state by what right or interest they do convey

Sheet No. 76

Remarks.

Acknowledged Dec 23 1880.

Before H. H. Hutchinson Notary Public of Wm Jewell Co Mo

Conveyance No. 77

Copyright 1878 by A. T. Stiles

Lith by Ezra A. Cook Chicago

INSTRUMENT. Warranty Deed

Consideration $ 50 | Record Book No. 23 | PAGE. No. 145 | DOCKET NO. No.

GRANTOR: David Waldron and Mary J. his wife

TO

GRANTEE: Joseph Waldron

DATE INSTRUMENT: MONTH March | DAY 22 | YEAR 79

DATE OF FILING: MONTH March | DAY 20 | YEAR 86

LOT | Block

DESCRIPTION OF PROPERTY

Sec.	Town	Range	Acres
33	8	1	40

Convey Undiv ¼ of SW¼ SE¼

Deed does not state by what right he conveys an undiv ¼ of said tract

Sheet No. 77

Remarks.

Acknowledged March 22 / 79

before John A Farris a J.P. of Wm Jewell Co Mo

Conveyance No. 78

Copyright 1878 by A. T. Stiles

Lith by Ezra A. Cook Chicago

INSTRUMENT. Quit Claim Deed

Consideration $ 50 | Record Book No. 22 | PAGE. No. 57 | DOCKET NO. No.

GRANTOR: Martha Guest and Damon her hus

TO

GRANTEE: Joseph Waldron

DATE INSTRUMENT: MONTH March | DAY 17 | YEAR 84

DATE OF FILING: MONTH March | DAY 20 | YEAR 86

LOT | Block

DESCRIPTION OF PROPERTY

Sec.	Town	Range	Acres
33	8	1	40

Convey All their Dest in SW¼ S.D. Egm

Deed does not Estate by what right Grantors convey or what interest

to be conveyed

Acknowledged March 27 1884 before J. D. Hudson N.P. & Ex Officio J.P. of Clark Co Mo

Sheet No. 20

Remarks.

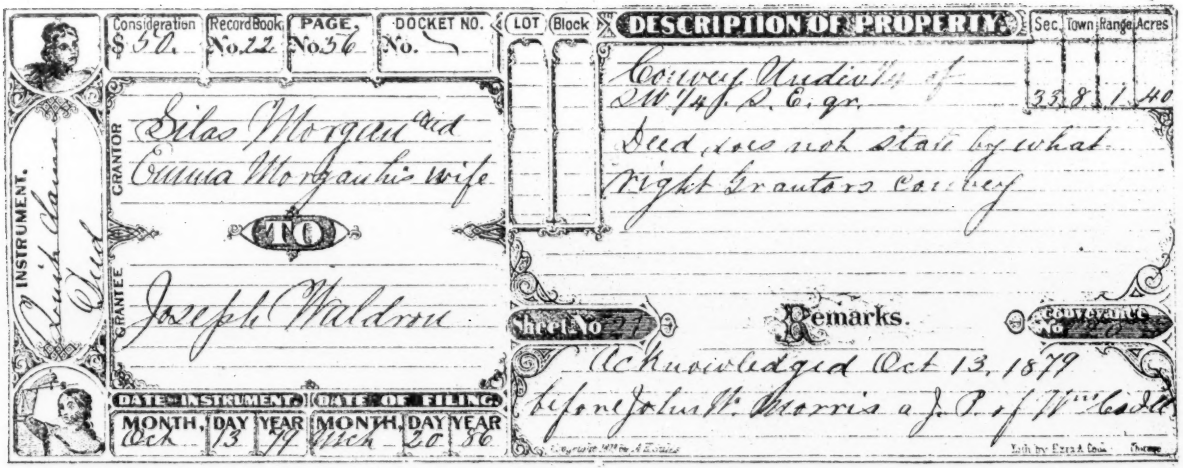
Said Deed Acknowledged and Certified to by John W. Wofford Clerk of the Circuit Court & Ex Officio Recorder of said Co. on March 27 1884

Conveyance No. 79

Copyright 1878 by A. T. Stiles

Lith by Ezra A. Cook Chicago

347



Consideration $50. | Record Book No. 22 | PAGE No. 36 | DOCKET NO. No. ~ | LOT | Block

DESCRIPTION OF PROPERTY

Sec.	Town	Range	Acres
35	8	1	40

Quick Claim Deed

GRANTOR: Silas Morgan and Emma Morgan his wife

TO

GRANTEE: Joseph Waldron

Conveys Undivided ½ of SW ¼ S. E. qr.

Deed does not state by what right Grantors convey

Sheet No 21

Remarks.

Conveyance No 20

Acknowledged Oct 13, 1879 before John M. Morris a J. P. of Williamson Co Ill

DATE OF INSTRUMENT: MONTH Oct | DAY 13 | YEAR 79

DATE OF FILING: MONTH March | DAY 20 | YEAR 86

Sheet No. 22

State of Illinois

County of Williamson

I do hereby certify that I have examined the title of the premises described on sheet 1 of this abstract, and find no conveyance of the same on record in the Recorders office of said County, by either of the parties named herein as grantors or grantees, prior to the date of the record of the instruments made by them respectively, as herein set forth, nor any judgments in any of the Courts of said County, against either of said parties, which are liens upon said lands, or tax sales of said premises remaining Uncancelled of Record, other than herein set forth.

The foregoing abstract consists of 19 conveyances and of 22 sheets, numbered consecutively from one to 22 inclusive.

Witness my hand and seal this 26th day of June A. D. 1886 at 11 o'clock A.M

W. W. Warder

Abstractor of Records of Williamson Co. Ill

348

(Endorsed):

Filed July 15. 1886

J. A. James clerk

No. 110

CONDENSED

ABSTRACT OF TITLE

TO

The W ½ N W qr Sec 3 & NE 14 NE qr Sec 4 T 9 S R 1 E 3rd P M 105 acres

Made by

Exhibit "C"

These Blanks are entered according to act of Congress, by A. K. Stiles, Chicago.

SOLD ONLY BY

JNO. B. WHALEN, - SYCAMORE, ILL.

ABSTRACT OF TITLE

TO

The W ½ N W qr Sec 3 & NE 14 NE qr Sec 4 T 9 S R 1 E 3rd P M

SECTION NO.

COMPILED BY W. C. Marsden

INSTRUMENT. | Consideration | Record Book No. | PAGE, No. | DOCKET NO. No. | LOT | Block | DESCRIPTION OF PROPERTY | Sec. | Town | Range | Acres | Remarks.

Grantor: United States
Grantee: William Shurtleff
Date of Instrument: Day 2 Year 1853
Date of Filing: Month July Day 2 Year 1853

Entire W ½ N W qr Sec 3 T 9 S R 1 E 3rd P M 105 acres

Certificate No. 2

Patent issued to William Shurtleff

Entered with R. Hicks

Examined Oct 24

Compared

Engrossed

Examined

Compared

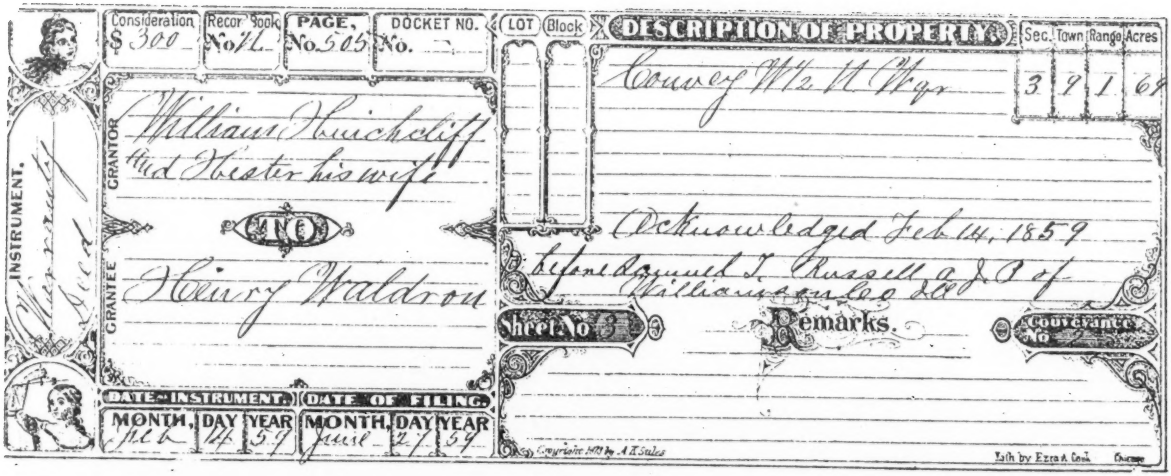
Engrossed

Examined

Compared

Engrossed

Examined



INSTRUMENT. Warranty Deed

Consideration $ 300 | Record Book No. 11 | PAGE, No. 505 | DOCKET NO. No. | LOT | Block

DESCRIPTION OF PROPERTY. | Sec. | Town | Range | Acres

Conv of W½ N W qr | 3 | 9 | 1 | 6[illegible]

GRANTOR: Williams Ruickcliff and Hester his wife

GRANTEE: Henry Waldron

Acknowledged Feb 14, 1859 before Samuel T. Russell a J. P. of Williamson Co Ill

Sheet No 6

Remarks.

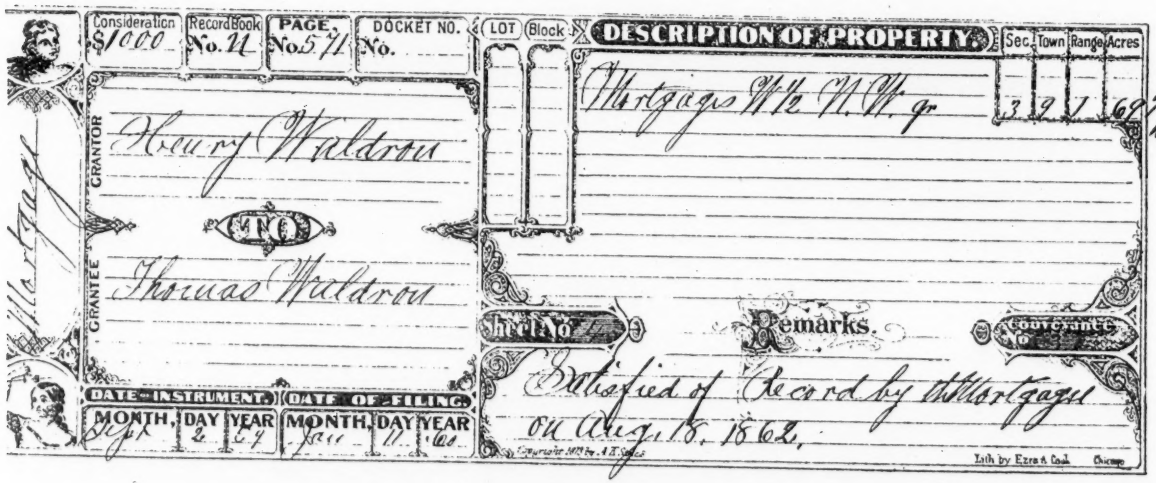
Countersheets No

DATE OF INSTRUMENT: MONTH Feb | DAY 14 | YEAR 59

DATE OF FILING: MONTH June | DAY 21 | YEAR 59

Copyright 1871 by A. T. Sales

Lith by Ezra A. Cook Chicago



INSTRUMENT. Mortgage

Consideration $ 1000 | Record Book No. 11 | PAGE, No. 571 | DOCKET NO. No. | LOT | Block

DESCRIPTION OF PROPERTY. | Sec. | Town | Range | Acres

Mortgage W½ N W qr | 3 | 9 | 1 | 69 7/

GRANTOR: Henry Waldron

GRANTEE: Thomas Waldron

Sheet No 7

Remarks. Satisfied of Record by the Mortgagee on Aug. 18. 1862.

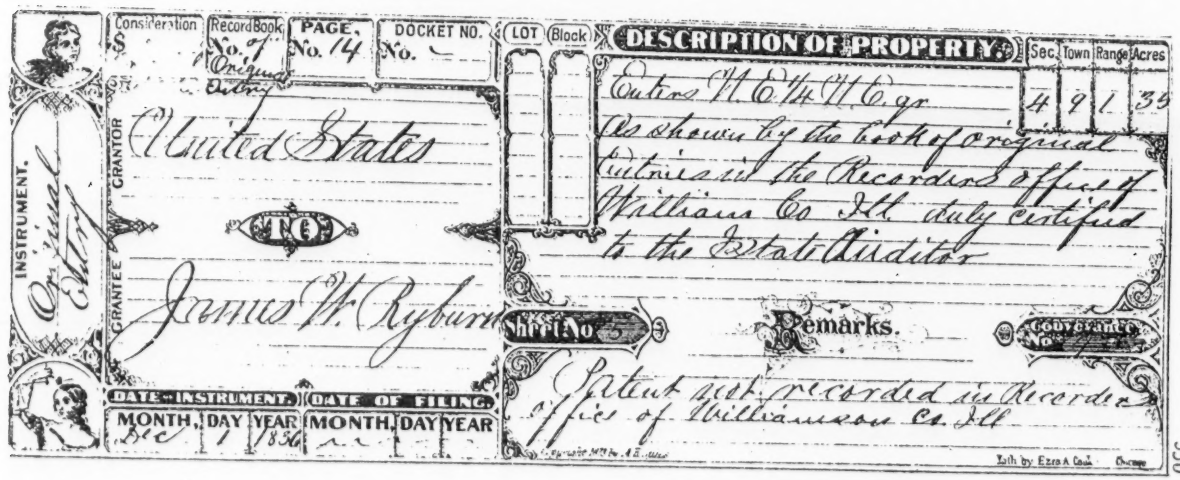
Countersheets No

DATE OF INSTRUMENT: MONTH Sept | DAY 2 | YEAR 59

DATE OF FILING: MONTH Jan | DAY 11 | YEAR 60

Copyright 1871 by A. T. Sales

Lith by Ezra A. Cook Chicago



INSTRUMENT. Original Entry

Consideration $ | Record Book No. 7 Original Entry | PAGE, No. 14 | DOCKET NO. No. | LOT | Block

DESCRIPTION OF PROPERTY. | Sec. | Town | Range | Acres

Entire N E¼ N E qr | 4 | 9 | 1 | 39

As shown by the Book of original Entries in the Recorders office of Williamson Co Ill duly certified to the Estate Auditor

GRANTOR: United States

GRANTEE: James W. Ryburn

Sheet No 5

Remarks. Patent not recorded in Recorders Office of Williamson Co Ill

Countersheets No

DATE OF INSTRUMENT: MONTH Dec | DAY 1 | YEAR 1856

DATE OF FILING: MONTH | DAY | YEAR

Copyright 1871 by A. T. Sales

Lith by Ezra A. Cook Chicago

INSTRUMENT. Warranty Deed

Consideration	Record Book	PAGE.	DOCKET NO.	LOT	Block
$100	No. A	No. 568	No. —		

GRANTOR: James W. Hampton and Mary his wife

TO

GRANTEE: Abraham North

DESCRIPTION OF PROPERTY

Sec.	Town	Range	Acres
4	9	1	63

Conveys an undivided 1/3 of NE 1/4 N.E. 1/4 Sec 4 and other lands

Deed does not state by what right grantors convey

Sheet No.

Remarks.

Acknowledged Nov. 14. 1856 before John H. Youngkin a J. P. of Williamson Co. Ill

Conveyance No.

DATE OF INSTRUMENT: MONTH Nov | DAY 14 | YEAR 55

DATE OF FILING: MONTH March | DAY 3 | YEAR 56

Copyright 1878 by A. T. Andreas

Lith by Ezra A. Cook Chicago

INSTRUMENT. Warranty Deed

Consideration	Record Book	PAGE.	DOCKET NO.	LOT	Block
$125	No M	No 107	No. —		

GRANTOR: John Ryburn

TO

GRANTEE: John Goodall and W. C. Campbell

DESCRIPTION OF PROPERTY

Sec.	Town	Range	Acres
4	9	1	

Conveys one undivided 1/3 of N.E. 1/4 N.E. 1/4 and other Lands

Deed does not state by what right grantor conveys

Sheet No. 1

Remarks.

Acknowledged Aug 20, 1857 before J. Scott Clk of Co. Court of Randolph Co Ill

Conveyance No.

DATE OF INSTRUMENT: MONTH Aug | DAY 6 | YEAR 57

DATE OF FILING: MONTH Dec | DAY 15 | YEAR 57

Copyright 1878 by A. T. Andreas

Lith by Ezra A. Cook Chicago

INSTRUMENT. Warranty Deed

Consideration	Record Book	PAGE.	DOCKET NO.	LOT	Block
$400	No M	No 107	No.		

GRANTOR: John Goodall and Sarah his wife and W. C. Campbell

TO

GRANTEE: George H. Sprague

DESCRIPTION OF PROPERTY

Sec.	Town	Range	Acres
4	9	1	

Conveys undivided 1/3 of N.E. 1/4 N.E. 1/4 East 2nd Sub and other Lands

Acknowledged Aug 5. 1858 before John H. White. Clerk of the County Court of Williamson Co. Ill

Sheet No.

Remarks.

Conveyance No.

DATE OF INSTRUMENT: MONTH Aug | DAY 8 | YEAR 58

DATE OF FILING: MONTH Aug | DAY 16 | YEAR 58

Copyright 1878 by A. T. Andreas

Lith by Ezra A. Cook Chicago

INSTRUMENT. Mortgage

Consideration	Record Book	PAGE	DOCKET NO.	LOT	Block	DESCRIPTION OF PROPERTY	Sec.	Town	Range	Acres
$57.98	No M.	No 684	No. —			Mortgages undiv 1/3 of N.E¼ N.E¼ & 2nd P.M. and other Lands	4	9	1	

GRANTOR: G. H. Sprague

TO

GRANTEE: Nancy Cashman

to secure the payment of $270.86 one year after date

Sheet No 9 — Remarks. — Conveyance No. —

No entry of Satisfaction

DATE OF INSTRUMENT: MONTH Aug | DAY 12 | YEAR 58

DATE OF FILING: MONTH Aug 16 | DAY | YEAR 58

Copyright 1879 by A. T. Stiles

Lith by Ezra A. Cook Chicago

INSTRUMENT. Warranty Deed

Consideration	Record Book	PAGE	DOCKET NO.	LOT	Block	DESCRIPTION OF PROPERTY	Sec.	Town	Range	Acres
$125.	No M.	No 369	No.			Conveys undis 1/3 int in N.E¼ N.E¼ And other Lands Deed does not state by what right Grantor conveys	4	9	1	33

GRANTOR: Francis M. Ryburn

TO

GRANTEE: William Hinckcliff

Sheet No 10 — Remarks. — Conveyance No. —

Acknowledged Nov 5 1856 before Samuel T. Aspesell a J.P. of Williamson Co. Ill

DATE OF INSTRUMENT: MONTH Nov | DAY 3 | YEAR 56

DATE OF FILING: MONTH Apr | DAY 26 | YEAR 58

Copyright 1879 by A. T. Stiles

Lith by Ezra A. Cook Chicago

INSTRUMENT. Warranty Deed

Consideration	Record Book	PAGE	DOCKET NO.	LOT	Block	DESCRIPTION OF PROPERTY	Sec.	Town	Range	Acres
$100.	No M.	No 360	No. —			Conveys W ½ N.E¼ Sec Aud Other Lands Deed does not State what interest Grantor conveys or in what right	4	9	1	33

GRANTOR: Eliza A. North

TO

GRANTEE: William Hinckcliff

Sheet No 11 — Remarks. — Conveyance No. 10

Acknowledged April 24 1857 before Samuel T. Aspesell a J.P. of Williamson Co. Ill

DATE OF INSTRUMENT: MONTH Apr | DAY 24 | YEAR 57

DATE OF FILING: MONTH Apr | DAY 26 | YEAR 58

Copyright 1879 by A. T. Stiles

Lith by Ezra A. Cook Chicago

George H. Sprague
vs
Hester Hinchcliff Marion and Wm H. Hinchcliff and Legacy Snyder Admr of Est of Wm Hinchcliff deceased

State of Illinois Williamson Co
In Circuit Court Aug. Term 1868
Bill for Deed - Decree &c Circuit Rec. H. p. 145.

Decree finds defts to be widow, admr and only heir at law of Wm Hinchcliff deceased and that Wm Hinchcliff in his life time had executed a bond for a conveyance of the undiv 1/3 of N.E. 1/4 N.E. qr sec 4. T. 9. S. R. 1 E and other lands to Geo H. Sprague. Complt's subject to certain conditions which conditions the Court finds have been fully complied with. Decree rendered for the Master in Chancery of this Court to make, execute and deliver to Complt a conveyance

Sheet No. 12 — conveyance

for the undiv. 1/3 of N.E. 1/4 N.E. qr sec 4. T. 9. S R. 1 E and other lands, conveying thereby the interest held and owned by Wm Hinchcliff in his life time

INSTRUMENT. Master's Deed

Consideration $ — Record Book No. 11 — PAGE No. 193 — DOCKET NO. No. — LOT — Block

GRANTOR: Master in Chancery: Williamson Co. Ill.

GRANTEE: Geo. H. Sprague

DESCRIPTION OF PROPERTY — Sec. — Town — Range — Acres

Conveys undiv 1/3 of N.E. 1/4 N.E. qr sec 4. T. 9. R 1 E and other lands

Deed made under decree of the Wmson Co. Cir Ct at Aug Term 1868

Sheet No. —

Remarks.

Conveyance No. 77

Ill. Geo. H. Sprague vs Hester Hinchcliff et al. Bill for Deed. Decree acknowledged April 11. 1867 before J. M. Cameron Circuit Clerk of Wmson Co Ill.

DATE OF INSTRUMENT: MONTH Apr — DAY 11 — YEAR 67

DATE OF FILING: MONTH June — DAY 12 — YEAR 67

Geo. H. Sprague — Tuth by Ezra A. Cook — Chicago

George H. Northcutt et al
vs
R. M. Northcutt et al

State of Illinois Williamson Co.
In Circuit Court August Term
Bill for Partition and Dower. Rec Circ Ct C. p. 1554

(After thorough search I can find No decree on record other than the report of Comrs in Partition)

The Comrs appointed & appointed by the Court to make partition make report that they have the oath required by Law and have proceeded to set off: N.E. 1/4 N.E. qr sec 4. T. 9. S. R. 4 E. 40 A. and other lands, being land of which James H. Aydens died seized and of which Geo H. Sprague owned undiv 1/3 & the heirs of Abraham Northcutt dec'd owned undiv 1/3 in fee and the remaining undiv 1/3 in fee to Wm Hinchcliff dec'd

Sheet No. 14 — conveyance

(Names of parties not given but the Original bill duly sworn to & appears on file showing that all the heirs of Abraham Northcutt and Geo. H. Sprague were made parties to the proceeding) Comrs report that N.E. 1/4 N.E. qr sec 4. T. 9. S. R. 1 E & other lands are not susceptible of partition or division

(Decree very defective)

Geo. J. North et al
vs.
R. M. North et al

State of Illinois, Williamson Co.
In Circuit Court March Term 1860.
Bill for partition and dower. In Cir. Ch. Rec.
H. Pg. 60.

The Master in Chancery of this Court presents this report of sale in this cause showing that pursuant to the Decree heretofore Nov. 14. 1859 proceed to sell the N. E. ¼ N. E. ¼ Sec 4 T. 9 S. R. 1 E. of 3rd P. M. and other lands, and that Philip J. Russell became the purchaser at and for the sum of $184. Report approved by the Court

Sheet No. 15

Conveyance No.

INSTRUMENT. Master's Deed

Consideration	Record Book	PAGE.	DOCKET NO.	LOT	Block
$184	No. 4	No 353	No.		

GRANTOR: Master in Chancery of Williamson Co Ill

GRANTEE: Philip J. Russell

DESCRIPTION OF PROPERTY.	Sec.	Town	Range	Acres
Convey N. E. ¼ N. E. ¼ and other Lands Made under decree of the Williamson Co. Cir. Court at Aug Term 1859 in cause of Geo. J. North et al vs R. M. North et al	4	9	1	

Sheet No. 16

Remarks.

Petition and dower Deed recites decree of Aug Term 1859 Recorded Nov 14 1859 in Book H. White Co. Clerk Williamson Co Ill

Conveyance No.

DATE OF INSTRUMENT: MONTH Nov DAY 17 YEAR 59 — DATE OF FILING: MONTH April DAY 17 YEAR 63

Copyright 1878 by A. T. Stiles — Lith by Ezra A. Cook Chicago

---

INSTRUMENT. Warranty Deed

Consideration	Record Book	PAGE.	DOCKET NO.	LOT	Block
$300.	No. C	No 188	No.		

GRANTOR: Thomas Waldron

GRANTEE: Henry Waldron

DESCRIPTION OF PROPERTY.	Sec.	Town	Range	Acres
Convey W. ½ S. W. ¼	4	9	1	33

The deed appears of record from Philip J. Russell to Thomas Waldron

Witness Ledger Aug 15. 1862

Sheet No. 17

Remarks.

before Geo. W. Goddard Clerk of Cir Ct of Williamson Co Ill

Conveyance No. 19

DATE OF INSTRUMENT: MONTH Aug DAY 18 YEAR 62 — DATE OF FILING: MONTH Aug DAY 18 YEAR 62

Copyright 1878 by A. T. Stiles — Lith by Ezra A. Cook Chicago

354

INSTRUMENT. Coal Lease

Consideration $1 &c | Record Book No. 3 | PAGE. No. 57 | DOCKET NO. No.

GRANTOR: Catherine Waldron

TO

GRANTEE: F. J. Chapman Asgill Conner and Andrew C. Fryden

DATE OF INSTRUMENT: MONTH Mch DAY 18 YEAR 71

DATE OF FILING: MONTH Sept DAY 27 YEAR 71

LOT | Block

DESCRIPTION OF PROPERTY. | Sec. | Town | Range | Acres

Leases all Coal &c under W½ W½ Sec 3. & W½ E¼ W½ Sec 4 T. 8 S. R. 1 E of 3rd P.M.

Leases all coal under same with right to construct and operate mines &c. Lessee to mine 10 tons per acre per annum for right of dangement after mining begun. When she is to mine less she to pay 10 cts per ton off.

Sheet No. 1

Remarks. Mordaunt Coal Co. assigned this Lease to Chapman Asgill Conner and Andrew C. Fryden

Conveyance No. 111

Acknowledged Dec 1st 1871 before James Scott J.P. of Williamson Co. Ill

Copyrighted 1871 by A. T. Stiles

Lith by Ezra A. Cook Chicago

INSTRUMENT. Coal Lease

Consideration $38.000 | Record Book No. 2 | PAGE. No. 558 | DOCKET NO. No.

GRANTOR: F. J. Chapman Asgill Conner and Andrew C. Fryden

TO

GRANTEE: Carbondale Coal and Coke Company

DATE OF INSTRUMENT: MONTH Oct DAY 24 YEAR 72

DATE OF FILING: MONTH Nov DAY 4 YEAR 72

LOT | Block

DESCRIPTION OF PROPERTY. | Sec. | Town | Range | Acres

Assign their lease held under said Mordaunt Coal Co. to the W½ W½ W½ Sec 3 T. 8 S. R. 1 E. 3rd P.M. and E½ E½ E½ Sec 4 T. 8 S. R. 1 E. 3rd P.M. and W½ W½ W½ Sec 10 T. 8 S. R. 1 E. 3rd P.M. and W½ E½ E½ Sec 4 T. 8 S. R. 1 E. 3rd P.M. and all other lands including W½ W½ W½ Sec 3 T. 8 S. R. 1 E. 3rd P.M. N.E. qr Sec 4 T. 8 S. R. 1 E.

Sheet No. 19

Remarks.

Conveyance No. 1

Acknowledged before S. H. Hamilton Notary Public of Jackson Co. Ill. on Oct. 29. 1872

Copyrighted 1871 by A. T. Stiles

Lith by Ezra A. Cook Chicago

INSTRUMENT. Coal Lease

Consideration $1.00 &c | Record Book No. 1 | PAGE. No. 325 | DOCKET NO. No.

GRANTOR: Catherine Waldron, Harry Waldron, his wife Catherine Waldron, Grandchildren of Jacob Henry Waldron, and David Martin and Catherine Waldron Minor Children of Henry Waldron deceased

TO

GRANTEE: The Carbondale Coal Coke Co.

DATE OF INSTRUMENT: MONTH Apr DAY 5 YEAR 73

DATE OF FILING: MONTH April DAY 12 YEAR 73

LOT | Block

DESCRIPTION OF PROPERTY. | Sec. | Town | Range | Acres

Leases all Coal &c under W½ W½ W½ Sec 4 and N.E. ¼ N.E. ¼ Sec 4 T. 9 S. R. 1 E. 3rd P.M. 105 acres.

Leases all Coal under same with right to construct and operate mines Roadways &c

Lessee to pay Lessor $1.00 per acre for Annual Advance Royalty till Mining begins, and then to pay 5 ¢ per ton of Merchantable Coal mined from said land monthly

Sheet No. 20

Remarks. Each Month on the first day of the second succeeding month

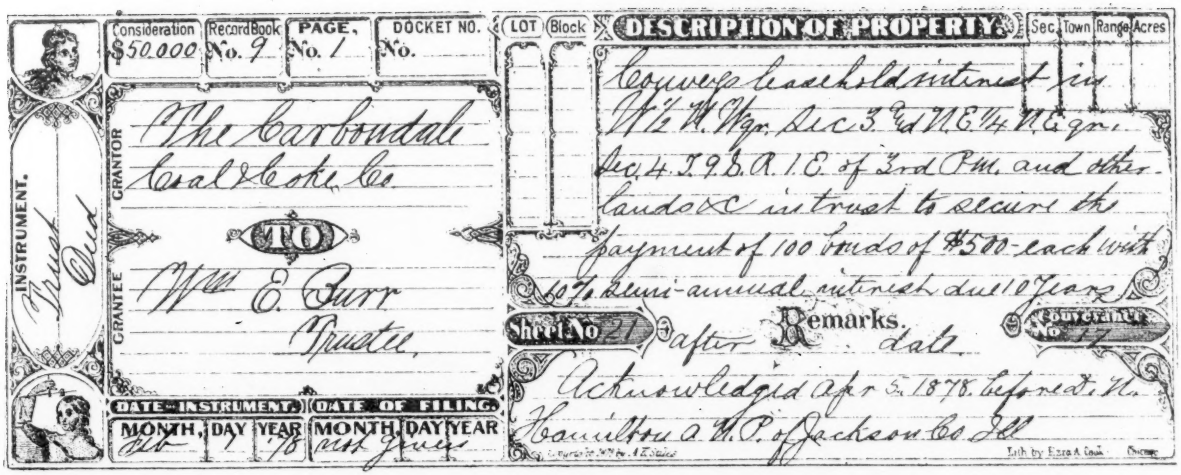
Conveyance No. 7

Acknowledged April 15 1873 before James Scott a J.P. of Williamson County Ill

Copyrighted 1871 by A. T. Stiles

Lith by Ezra A. Cook Chicago

355



INSTRUMENT. Trust Deed

Consideration $50.000 | Record Book No. 9 | PAGE, No. 1 | DOCKET NO. No.

LOT | Block

DESCRIPTION OF PROPERTY. | Sec. | Town | Range | Acres

Conveys leasehold interest in W½ W. Wgr. Sec 3 & NE¼ NE¼ gr. Sec 4 T 9 S. R 1 E. of 3rd PM. and other lands &c in trust to secure the payment of 100 bonds of $500 each with 6% semi-annual interest due 10 years

GRANTOR: The Carbondale Coal & Coke Co.

TO

GRANTEE: Wm E. Burr Trustee

Sheet No 21

Remarks. after date.

Covenant No 17

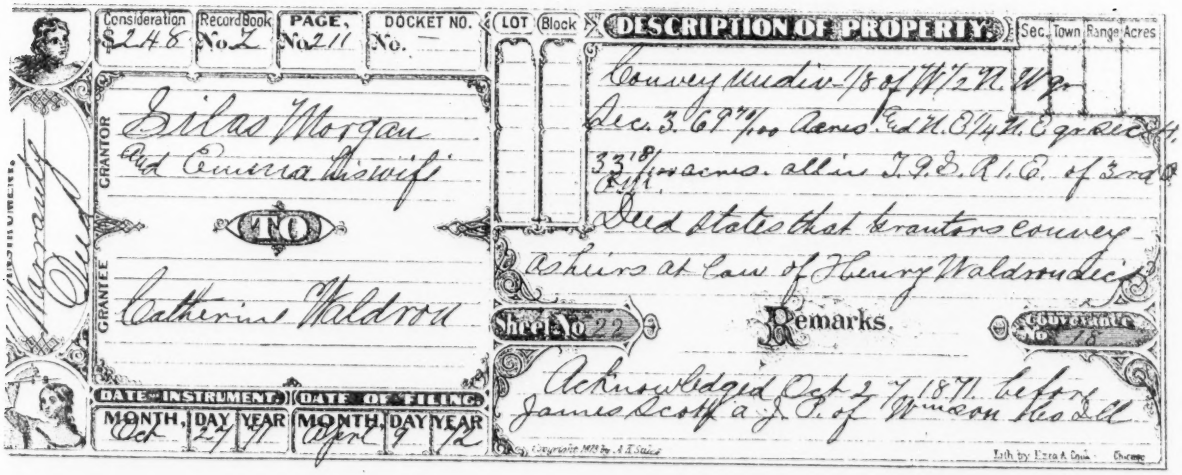
Acknowledgid Apr 5. 1878. before J. M. Hamilton a N.P. of Jackson Co Ill

DATE OF INSTRUMENT: MONTH Oct | DAY | YEAR 78

DATE OF FILING: MONTH not given | DAY | YEAR

Copyright 1878 by A.E. Sales

Lith by Ezra A Cook Chicago



INSTRUMENT. Warranty Deed

Consideration $248 | Record Book No 2 | PAGE, No 211 | DOCKET NO. No. —

LOT | Block

DESCRIPTION OF PROPERTY. | Sec. | Town | Range | Acres

Conveys undiv 1/8 of W½ NW gr Sec 3. 69 77/100 Acres & E½ NE¼ NE¼ gr Sec 4. 33 18/100 acres. all in T 9 S. R 1 E. of 3rd Deed states that Grantors convey as heirs at Law of Henry Waldron Dec'd

GRANTOR: Silas Morgan and Emma his wife

TO

GRANTEE: Catherine Waldron

Sheet No 22

Remarks.

Covenant No 18

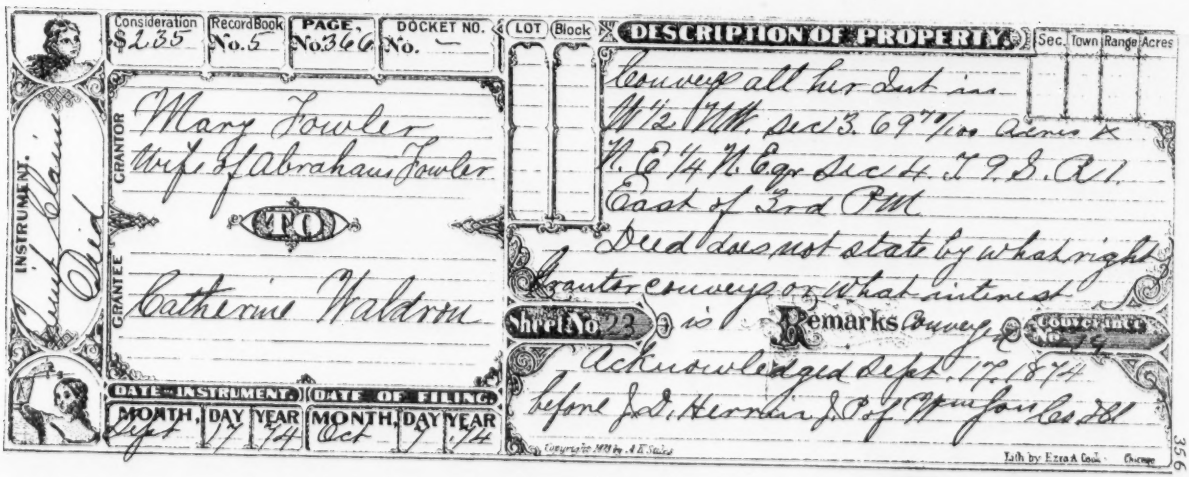
Acknowledgid Oct 2 7 1871. before James Scott a J. P. of Williamson Co Ill

DATE OF INSTRUMENT: MONTH Oct | DAY 27 | YEAR 71

DATE OF FILING: MONTH Apr | DAY 9 | YEAR 72

Copyright 1878 by A.E. Sales

Lith by Ezra A Cook Chicago



INSTRUMENT. Quit Claim Deed

Consideration $235 | Record Book No. 5 | PAGE, No. 366 | DOCKET NO. No. —

LOT | Block

DESCRIPTION OF PROPERTY. | Sec. | Town | Range | Acres

Conveys all her Dst in W½ W½ Sec 3. 69 77/100 Acres & W. E¼ NE¼ Gr Sec 4. T 9 S. R 1 East of 3rd PM Deed does not state by what right Grantor conveys or what interest she is

GRANTOR: Mary Fowler wife of Abraham Fowler

TO

GRANTEE: Catherine Waldron

Sheet No 23

Remarks Convey &c

Covenant No 19

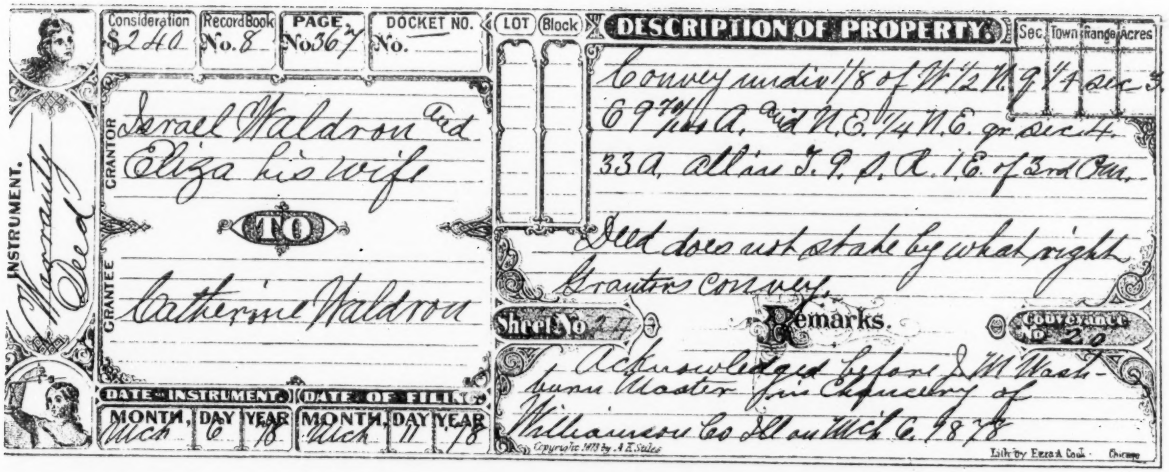
Acknowledgid Sept 17. 1874 before J. D. Herrin J. P. of Williamson Co Ill

DATE OF INSTRUMENT: MONTH Sept | DAY 17 | YEAR 74

DATE OF FILING: MONTH Oct | DAY 19 | YEAR 74

Copyright 1878 by A.E. Sales

Lith by Ezra A Cook Chicago



INSTRUMENT. Warranty Deed

Consideration $240 | Record Book No. 8 | PAGE No. 367 | DOCKET NO. No. | LOT | Block

DESCRIPTION OF PROPERTY | Sec. | Town | Range | Acres

GRANTOR: Israel Waldron and Eliza his wife

TO

GRANTEE: Catherine Waldron

Conveyed undiv 1/8 of W 1/2 N.W 1/4 sec 3. 69 7/100 A. and N.E. 1/4 N.E. qr sec 4. 33 A. also S.W. 1/4 S.E. 1/4 of 3rd Con.

Deed does not state by what right Grantors convey.

Sheet No. 24

Remarks.

Conveyance No. 20

Acknowledged before J.W. Washburn Master in Chancery of Williamson Co. Ill on Mch 6. 1878

DATE OF INSTRUMENT: MONTH Mch | DAY 6 | YEAR 78

DATE OF FILING: MONTH Mch | DAY 11 | YEAR 78

Copyright 1879 by A.T. Stiles

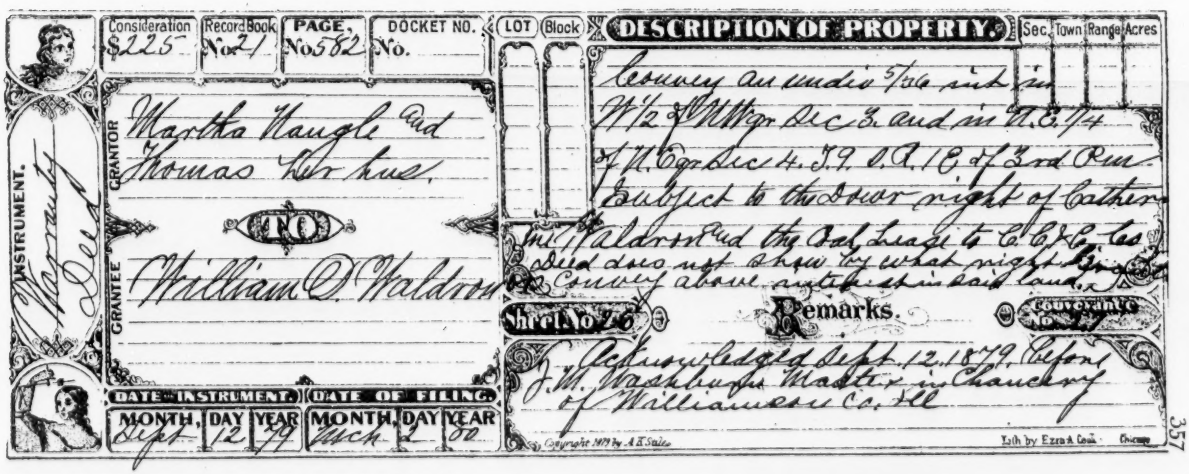
Lith by Ezra A. Cook Chicago

State of Illinois. Williamson County ss. In Probate Court of said County In the Matter of the Guardianship of the minor heirs of Henry Waldron deceased. Catherine Waldron was appointed Guardian of said heirs viz: Jacob, David, Martha, Henry and Catherine Waldron, on the 7th day of March. 1873. Records and files show final settlement was made by Guardian with David Waldron and Martha Haugle on Oct. 28. 1879 and with Catherine McCord on Dec 15. 1854.

Sheet No. 25

Conveyance No.

No final settlement as to Henry. The files show that Jacob died prior to Oct. 28. 1879. intestate and without wife or descendant. The exact date of death is not given.



INSTRUMENT. Warranty Deed

Consideration $225 | Record Book No. 21 | PAGE No. 582 | DOCKET NO. No. | LOT | Block

DESCRIPTION OF PROPERTY | Sec. | Town | Range | Acres

GRANTOR: Martha Haugle and Thomas Her husband

TO

GRANTEE: William D. Waldron

Conveyed an undiv 5/16 int in W 1/2 & W 1/2 qr Sec 3. and in N.E. 1/4 of N.E. Qr Sec 4. 39. 6. R. 16 of 3rd P.M. Subject to the dower right of Catherine Waldron and the Coal Lease to C.C. & C. Co. Deed does not show by what right Grantors convey above named interest in said land.

Sheet No. 26

Remarks.

Conveyance No. 27

Acknowledged Sept. 12. 1879. before J.W. Washburn Master in Chancery of Williamson Co. Ill

DATE OF INSTRUMENT: MONTH Sept | DAY 12 | YEAR 79

DATE OF FILING: MONTH Mch | DAY 2 | YEAR 80

Copyright 1879 by A.T. Stiles

Lith by Ezra A. Cook Chicago

Consideration $250 | Record Book No 22 | PAGE No. 50 | DOCKET NO. No. | LOT | Block | DESCRIPTION OF PROPERTY | Sec. | Town | Range | Acres

INSTRUMENT. Quit Claim Deed

GRANTOR: Catherine J. McCree and Frank her hus.

TO

GRANTEE: Catherine Waldron

Convey all interest in NE¼ NW¼ Sec 4 and W½ NW¼ Sec 3 Town 6 S.R. 1 East of 3rd P.M.

Deed does not state in what right Grantors Convey or what interest is conveyed.

DATE OF INSTRUMENT: MONTH Jan | DAY 8 | YEAR 85

DATE OF FILING: MONTH March | DAY 2 | YEAR 86

Sheet No 27

Remarks.

Acknowledged Jan 8. 1885 before R. H. H. Hamptons Notary Public of Whiteside Co Ill.

COUNTER No. 22

Copyrighted 1878 by A. T. Stiles — Lith by Ezra A. Cook, Chicago

---

Consideration $100 | Record Book No 21 | PAGE No. 584 | DOCKET NO. No. | LOT | Block | DESCRIPTION OF PROPERTY | Sec. | Town | Range | Acres

INSTRUMENT. Warranty Deed

GRANTOR: David Waldron Jr and Nevaudah his wife

TO

GRANTEE: Catherine Waldron and Henry Waldron her son

Convey 26 acres off the North End of W½ SW¼ NW¼ Sec 3. and 18 acres off East side NE¼ NE¼ Sec 4. T. 9 S. R. 1 E of 3rd P.M. 44 acres

Catherine Waldron to hold said tract her life time, at her death the tract to be her son Henry

DATE OF INSTRUMENT: MONTH Sept | DAY 19 | YEAR

DATE OF FILING: MONTH | DAY | YEAR

Sheet No 28

Remarks.

Acknowledged Sept 19. 1885 before R. H. H. Hamptons Notary Public for Whiteside Co. Ill.

COUNTER No. 23

Copyrighted 1878 by A. T. Stiles — Lith by Ezra A. Cook, Chicago

---

Consideration $500 | Record Book No 21 | PAGE No. 585 | DOCKET NO. No. — | LOT | Block | DESCRIPTION OF PROPERTY | Sec. | Town | Range | Acres

INSTRUMENT. Warranty Deed

GRANTOR: Catherine Waldron and Henry Waldron her son

TO

GRANTEE: David Waldron Jr

Convey 44 acres off of the South End of W½ NW¼ of Sec 3. T 9. S. R 1 E. of 3rd P.M. Deed does not state by what right Grantors convey.

DATE OF INSTRUMENT: MONTH Sept | DAY 19 | YEAR 85

DATE OF FILING: MONTH March | DAY 2 | YEAR 86

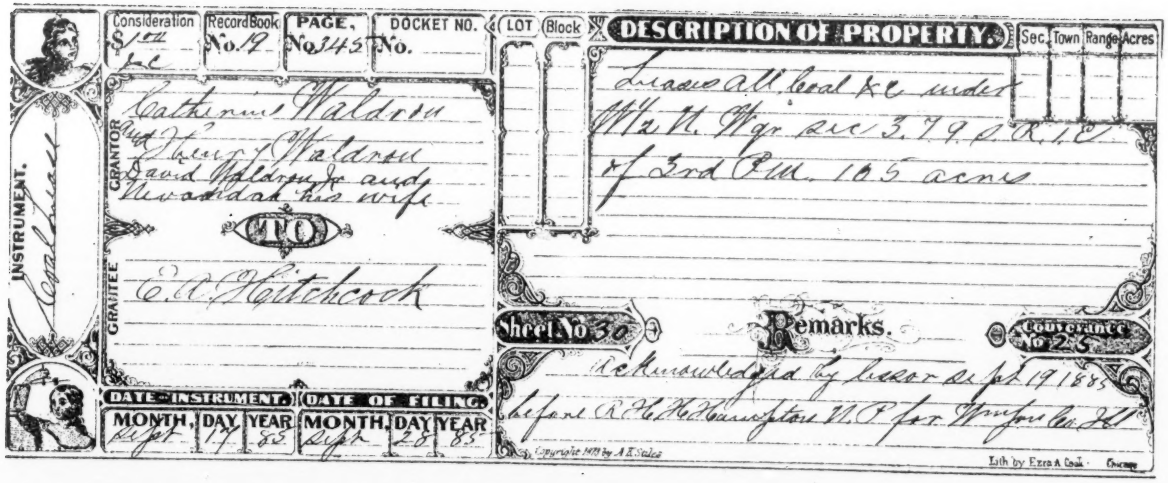
Sheet No 29

Remarks.

Acknowledged Sept 19 85 before R. H. H. Hamptons a N. P. for Whiteside Co. Ill.

COUNTER No. 24

Copyrighted 1878 by A. T. Stiles — Lith by Ezra A. Cook, Chicago



INSTRUMENT. Coal Lease

Consideration $ 1.00 & c | Record Book No. 19 | PAGE. No. 345 | DOCKET NO. No. | LOT | Block

DESCRIPTION OF PROPERTY. | Sec. | Town | Range | Acres

Leases all coal &c under W½ N. W qr sec 3. T 9 S. R. 1 E of 3rd P.M. 105 acres

GRANTOR: Catherine Waldron and Henry Waldron David Waldron Jr and Nevaddah his wife

TO

GRANTEE: E. A. Hitchcock

Sheet No. 30

Remarks.

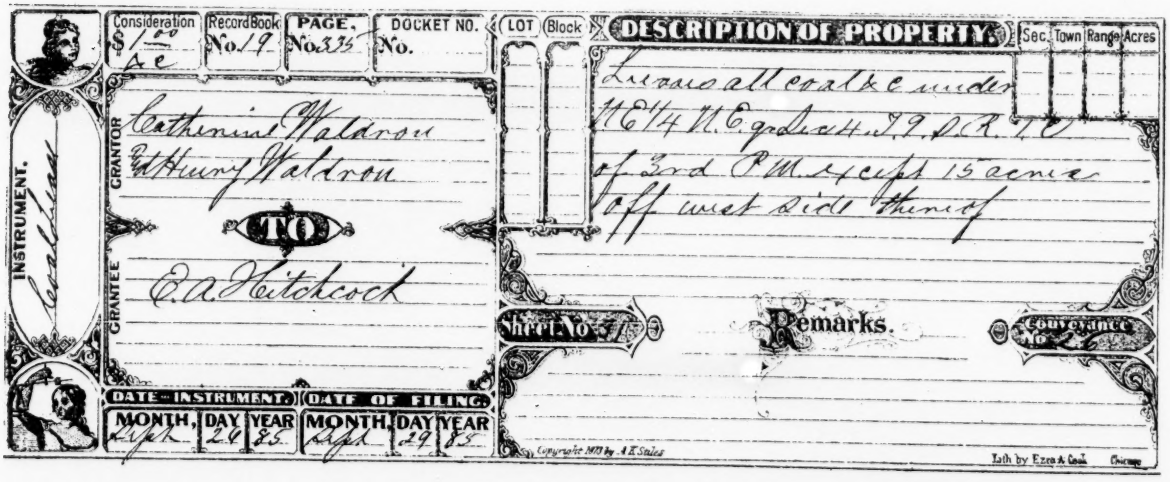
Acknowledged by Lessor Sept 19 1885 before R. H. Hamilton N. P. for Wmson Co. Ill

Conveyance No. 25

DATE INSTRUMENT: MONTH Sept. 17 DAY YEAR 85 | DATE OF FILING: MONTH Sept 28 DAY YEAR 85

Copyright 1879 by A. R. Stiles

Lith by Ezra A. Cook Chicago



INSTRUMENT. Coal Lease

Consideration $ 1.00 & c | Record Book No. 19 | PAGE. No. 335 | DOCKET NO. No. | LOT | Block

DESCRIPTION OF PROPERTY. | Sec. | Town | Range | Acres

Leases all coal & c under NE¼ N. 6 qr Sec 4. T. 9. R. 1. E of 3rd P.M. except 15 acres off west side thereof

GRANTOR: Catherine Waldron & Henry Waldron

TO

GRANTEE: E. A. Hitchcock

Sheet No. 31

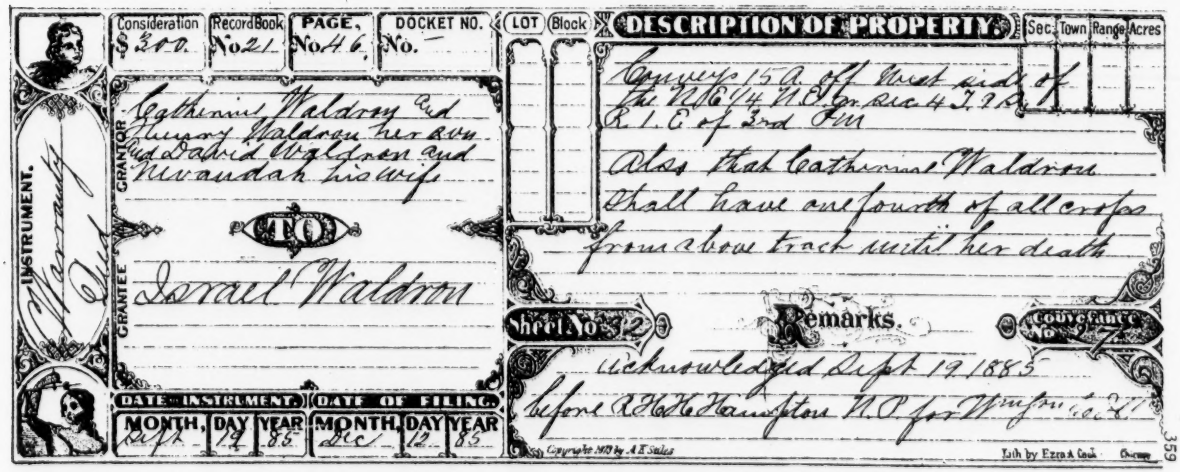
Remarks.

Conveyance No. 26

DATE INSTRUMENT: MONTH Sept. 20 DAY YEAR 85 | DATE OF FILING: MONTH Sept 29 DAY YEAR 85

Copyright 1879 by A. R. Stiles

Lith by Ezra A. Cook Chicago



INSTRUMENT. Warranty Deed

Consideration $ 200. | Record Book No. 21 | PAGE. No. 46 | DOCKET NO. No. — | LOT | Block

DESCRIPTION OF PROPERTY. | Sec. | Town | Range | Acres

Conveys 15 A. off West side of the NE¼ N. 6 qr sec 4 T. 9 S. R. 1 E of 3rd P.M.

Also that Catherine Waldron shall have one fourth of all crops from above tract until her death

GRANTOR: Catherine Waldron and Henry Waldron her own and David Waldron and Nevaudah his wife

TO

GRANTEE: Israel Waldron

Sheet No. 32

Remarks.

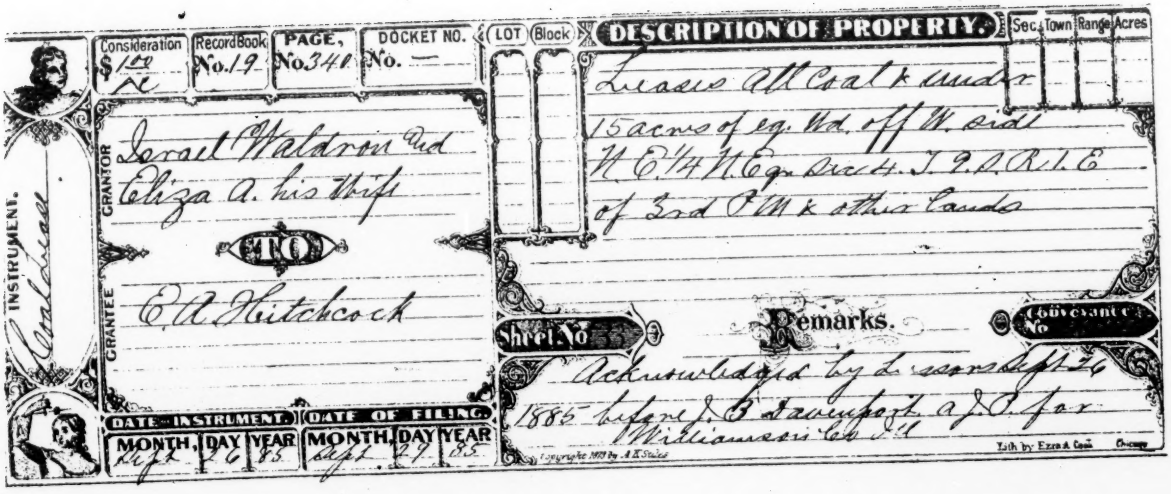
Acknowledged Sept 19 1885 before R. H. Hamilton N. P. for Wmson Co. Ill

Conveyance No. 27

DATE INSTRUMENT: MONTH Sept. 19 DAY YEAR 85 | DATE OF FILING: MONTH Dec 12 DAY YEAR 85

Copyright 1879 by A. R. Stiles

Lith by Ezra A. Cook Chicago



INSTRUMENT. Coal Lease

Consideration $100 & c

Record Book No. 19

PAGE, No. 341

DOCKET NO. No. —

LOT

Block

DESCRIPTION OF PROPERTY.

Sec. | Town | Range | Acres

GRANTOR: Israel Waldron and Eliza A. his Wife

TO

GRANTEE: E. A. Hitchcock

Leases All Coal & under 15 acres of eq. Vd. off W. side W ½ E ¼ W ¼ Eq Sect. T. 9. S. R. 4. E of 3rd P M & other Lands

Sheet No

Remarks.

Acknowledged by Grantors Sept 26 1885 before J. B. Davenport a J. P. for Williamson Co Ill

Covenant No

DATE OF INSTRUMENT: MONTH Sept. DAY 26 YEAR 85

DATE OF FILING: MONTH Sept. DAY 27 YEAR 85

Copyright 1879 by A. R. Stiles

Faith by Ezra A. Cook Chicago

State of Illinois

County of Williamson

Sheet No. 34

I do hereby certify that I have examined the title of the premises described on sheet 1 of this abstract, and find no conveyance of the same on record in the Recorders office of said County, by either of the parties named herein as grantors or grantees, prior to the date of the record of the instruments made by them respectively, as herein set forth, nor any judgments in any of the Courts of said County, against either of said parties, which are liens upon said lands, or tax sales of said premises remaining Uncancelled of Record, other than herein set forth.

The foregoing abstract consists of 28 conveyances and of 34 sheets, numbered consecutively from one to 34 inclusive

Witness my hand and seal this 2 6th day of August A. D. 1886 at 4 o'clock P. M

W. W. McWarder
Abstractor of the Record
of said Co.

369

(Endorsed)

Filed July 15, 1886

J. A. Jones Clerk

Exhibit "D."

No. 111

CONDENSED

ABSTRACT OF TITLE

TO

W. ½ W. ¼ S. W. qr. & S. W. ¼ S. W. ¼ Sec. 34 T. 8 S. R. 1 E. of 3rd P. M. Also E. ½ S. W. ¼ S. W. ¼ Sec. 34 T. 8 S. R. 1 E. of 3rd P. M. 140 Acres

Made by

These Blanks are entered according to act of Congress, by A. K. Stiles, Chicago.

SOLD ONLY BY

JNO. B. WHALEN, - SYCAMORE, ILL.

ABSTRACT OF TITLE

TO

N. W. ¼ S. W. qr. and S. W. ¼ S. W. qr. S. W. ¼ N. W. qr. and W. ½ S. E. ¼ S. W. qr. Sec. 34 T. 8 S. Range 1 East of 3rd P. M.

SHEET NO. 1

COMPILED BY W. H. Warder

Entered according to Act of Congress, in the year 1879 by A. K. Stiles, in the Office of the Librarian of Congress, Washington, D. C.

INSTRUMENT. Original Entry

Consideration $ —

Record Book No. 7 Original Entries

PAGE. No. 12

DOCKET NO. No. —

LOT | Block

GRANTOR: United States

TO

GRANTEE: Tinsley Priddy

DESCRIPTION OF PROPERTY.

Sec.	Town	Range	Acres
34	9	1	40

Entire N. W. ¼ S. W. qr.

as it appears from the book of original entries in the Recorders Office of Williamson Co. Ill. Said Certified to by the State Auditor

Sheet No. 2

Remarks.

Continued on No. 7

Patent recorded on Jan. 19, 1878, on page 338 of said Record No. 7

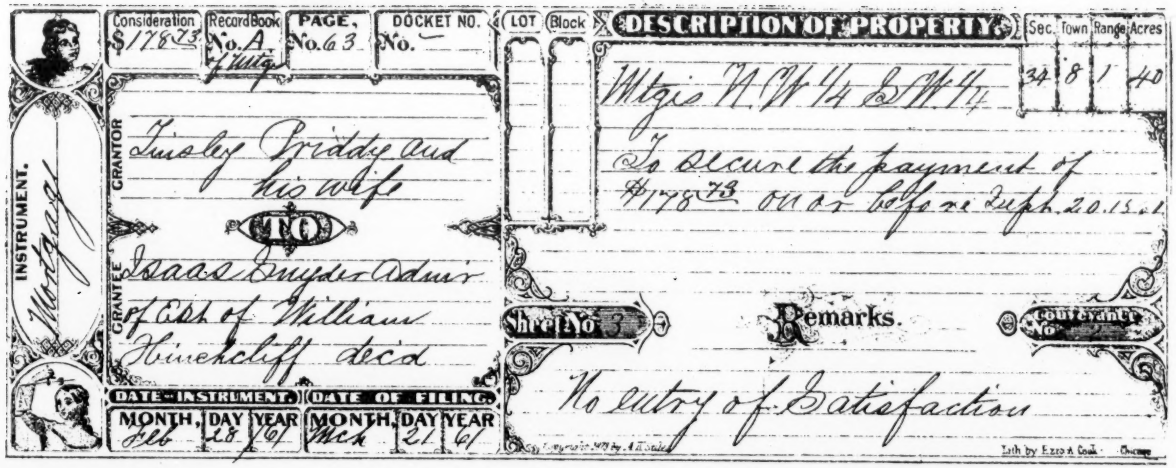
DATE OF INSTRUMENT: MONTH Nov. | DAY 16 | YEAR 49

DATE OF FILING: MONTH | DAY | YEAR

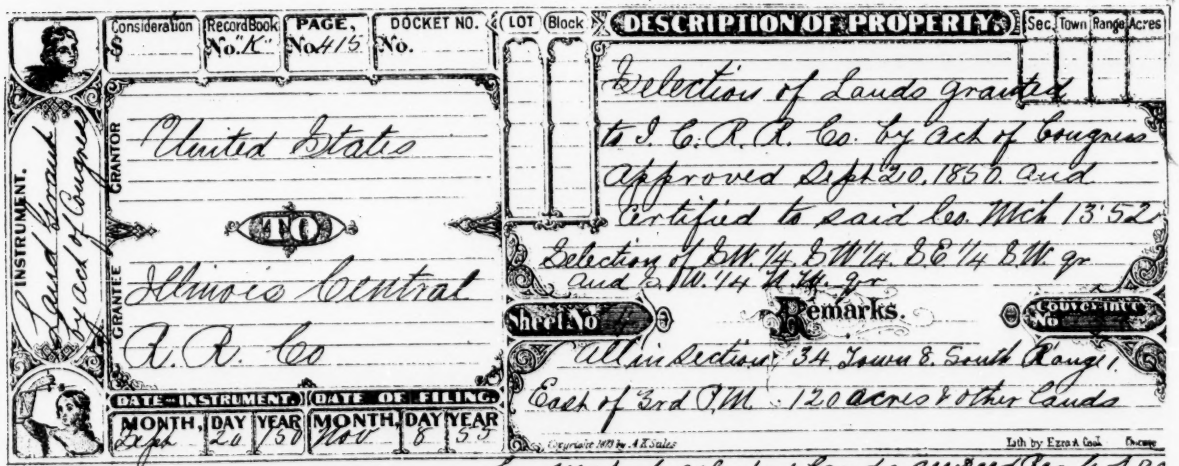
Copyrighted 1879 by A. K. Stiles

Lith. by Egan & Smith Chicago

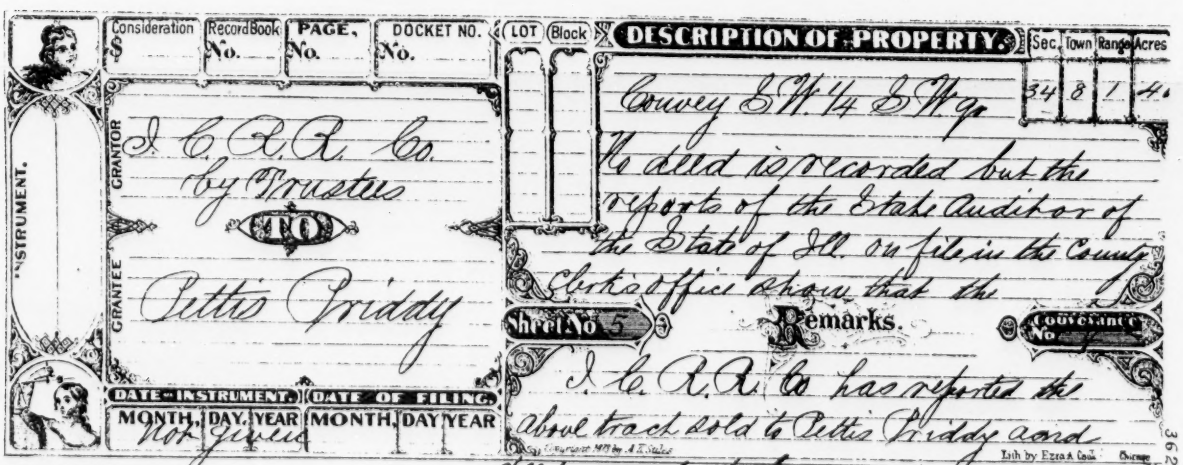
361



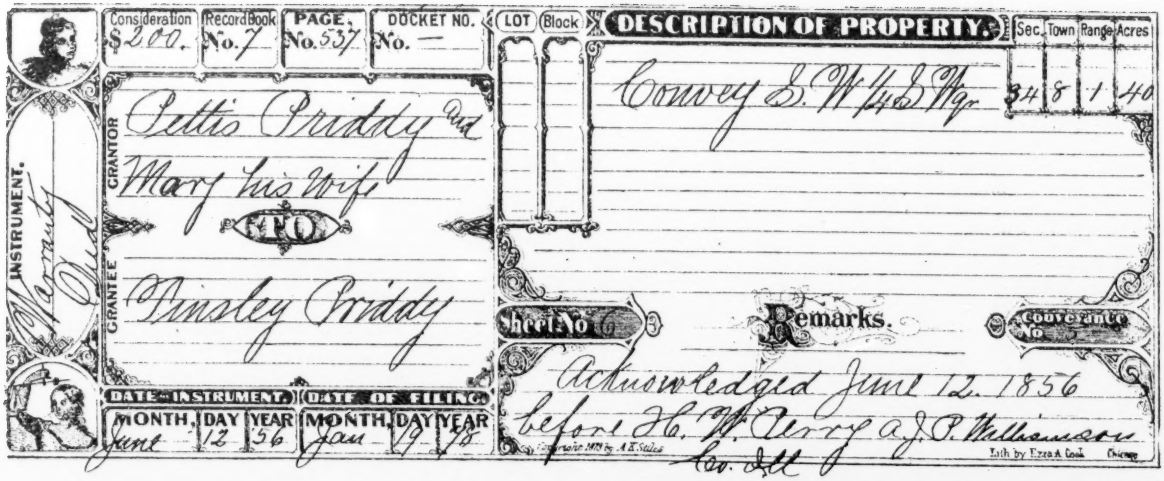
INSTRUMENT: Mortgage
Consideration: $178.73
Record Book No.: A
PAGE, No.: 63
DOCKET NO. No.: —
LOT: Block:
DESCRIPTION OF PROPERTY: Sec. 34 Town 8 Range 1 Acres 40
Wtgis N.W. 1/4 S.W. 1/4
To secure the payment of $178.73 on or before Sept. 20. 15. 1
GRANTOR: Tinsley Priddy and his wife
TO
GRANTEE: Isaac Snyder Admr of Est of William Hinerkliff decd
Sheet No 3
Remarks.
Conveyance No
No entry of Satisfaction
DATE OF INSTRUMENT: MONTH Feb DAY 28 YEAR 67
DATE OF FILING: MONTH Mch DAY 21 YEAR 67
Copyright 1879 by A. T. Scales
Lith by Ezra A. Cook Chicago



INSTRUMENT: Land Grant by Act of Congress
Consideration: $
Record Book No.: K
PAGE, No.: 415
DOCKET NO. No.:
LOT: Block:
DESCRIPTION OF PROPERTY: Sec. Town Range Acres
Selection of Lands granted to I. C. R. R. Co. by Act of Congress Approved Sept 20. 1850. and Certified to said Co. Mch 13. 52.
Selection of S.W. 1/4 S.W. 1/4 S.E. 1/4 S.W. qr and N.W. 1/4 N.W. 1/4 qr
GRANTOR: United States
TO
GRANTEE: Illinois Central R. R. Co
Sheet No
Remarks.
Conveyance No
All in Section 34 Town 8 South Range 1 East of 3rd P.M. 120 acres & other Lands
DATE OF INSTRUMENT: MONTH Sept DAY 20 YEAR 50
DATE OF FILING: MONTH Nov DAY 8 YEAR 55
Copyright 1879 by A. T. Scales
Lith by Ezra A. Cook Chicago
For map of selected Lands see Deed Rec 4. 392



INSTRUMENT:
Consideration: $
Record Book No.:
PAGE, No.:
DOCKET NO. No.:
LOT: Block:
DESCRIPTION OF PROPERTY: Sec. 34 Town 8 Range 1 Acres 40
Convey S.W. 1/4 S.W. qr
No deed is recorded but the reports of the State Auditor of the State of Ill. on file in the County Clerks office show that the
GRANTOR: I. C. R. R. Co. by Trustees
TO
GRANTEE: Pettis Priddy
Sheet No 5
Remarks.
Conveyance No
I. C. R. R. Co has reported the above tract sold to Pettis Priddy and deed made to him
DATE OF INSTRUMENT: MONTH Not Given DAY YEAR
DATE OF FILING: MONTH DAY YEAR
Copyright 1879 by A. T. Scales
Lith by Ezra A. Cook Chicago
392



INSTRUMENT: Warranty Deed

Consideration: $200. | Record Book: No. 7 | PAGE: No. 537 | DOCKET NO.: No. —

GRANTOR: Stiles Priddy and Mary his Wife

NO

GRANTEE: Tinsley Priddy

DATE—INSTRUMENT: MONTH June | DAY 12 | YEAR 56

DATE OF FILING: MONTH Jan | DAY 19 | YEAR 58

LOT | Block

DESCRIPTION OF PROPERTY: Sec. | Town | Range | Acres

Convey S. W 1/4 S Wp — 34 | 8 | 1 | 40

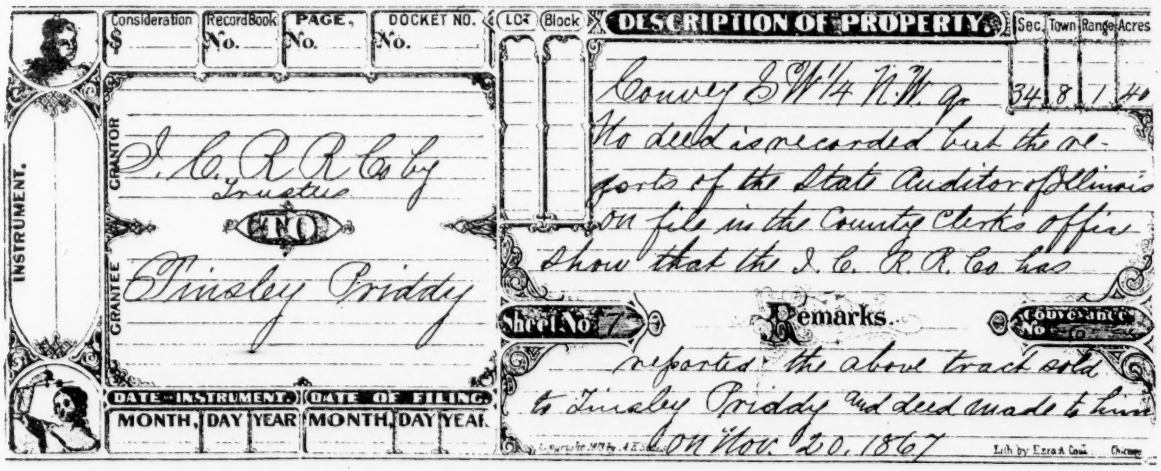
Sheet No 6

Remarks.

Acknowledged June 12. 1856 before H. W. Berry a J. P. Williamson Co. Ill

Conveyance No

Copyright 1878 by A.T. Stiles — Lith by Ezra A. Cook Chicago



INSTRUMENT: Quit Claim Deed

Consideration: $ — | Record Book: No. — | PAGE: No. — | DOCKET NO.: No. —

GRANTOR: I. C. R. R. Co by Trustee

NO

GRANTEE: Tinsley Priddy

DATE—INSTRUMENT: MONTH | DAY | YEAR

DATE OF FILING: MONTH | DAY | YEAR

LOT | Block

DESCRIPTION OF PROPERTY: Sec. | Town | Range | Acres

Convey S W 1/4 N W Qr — 34 | 8 | 1 | 40

No deed is recorded but the reports of the State Auditor of Illinois on file in the County Clerks office show that the I. C. R. R. Co has

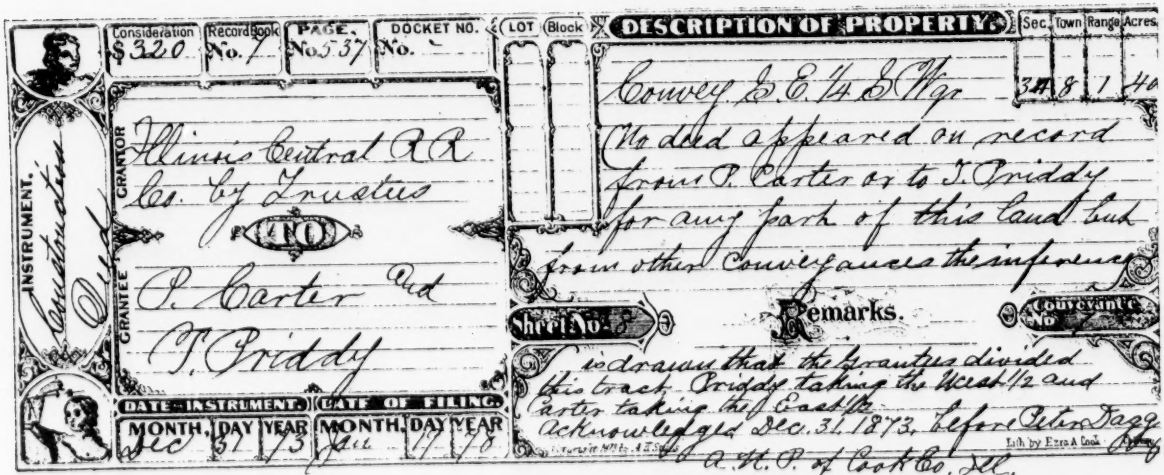
Sheet No 7

Remarks.

reported the above tract sold to Tinsley Priddy and deed made to him on Nov. 20. 1867

Conveyance No

Copyright 1878 by A.T. Stiles — Lith by Ezra A. Cook Chicago



INSTRUMENT: Quit Claim Deed

Consideration: $320 | Record Book: No. 7 | PAGE: No. 537 | DOCKET NO.: No. —

GRANTOR: Illinois Central R R Co. by Trustee

NO

GRANTEE: P. Carter and T. Priddy

DATE—INSTRUMENT: MONTH Dec | DAY 31 | YEAR 73

DATE OF FILING: MONTH Jan | DAY 17 | YEAR 78

LOT | Block

DESCRIPTION OF PROPERTY: Sec. | Town | Range | Acres

Convey S. E 1/4 S Wp — 34 | 8 | 1 | 40

No deed appeared on record from P. Carter or to T. Priddy for any part of this land but from other conveyances the inference

Sheet No 8

Remarks.

is drawn that the grantees divided this tract Priddy taking the West 1/2 and Carter taking the East Ackowledged Dec. 31. 1873. before Peter Page a Not. P. of Cook Co. Ill.

Conveyance No

Copyright 1878 by A.T. Stiles — Lith by Ezra A. Cook Chicago

INSTRUMENT. Tax Deed

Consideration	Record Book	PAGE.	DOCKET NO.
$ —	No. 7	No 222	No.

GRANTOR: County Clerk of Williamson Co. Illinois

TO

GRANTEE: Trustees of Schools of T. 8 S. R. 1 E of 3rd P. M.

DATE OF INSTRUMENT			DATE OF FILING		
MONTH	DAY	YEAR	MONTH	DAY	YEAR
Aug	24	76	Aug	24	76

LOT	Block

DESCRIPTION OF PROPERTY.

Sec.	Town	Range	Acres
34	8	1	40

S. E. 1/4 S. W. 1/4
and other Lands
Sold for taxes for the
Year 1873.
(At the time the taxes were assessed,

Sheet No

Remarks.

Conveyance No

for which the above Land sold
it belonged to the I. Co. R.R. Co. and
was not offered to assessment and
the tax deed is therefore defective

Lith by Ezra A. Cook Chicago

INSTRUMENT. Coal Lease

Consideration	Record Book	PAGE.	DOCKET NO.
$1.00 &c	No. 3	No. 17	No. —

GRANTOR: Tinsley Priddy
Wife

TO

GRANTEE: F. J. Chapman
Asgill Conner and
Andrew C. Bryden

DATE OF INSTRUMENT			DATE OF FILING		
MONTH	DAY	YEAR	MONTH	DAY	YEAR
March	18	71	Sept	21	71

LOT	Block

DESCRIPTION OF PROPERTY.

Sec.	Town	Range	Acres
21	7 S	2 W	1/4

Leases all coal &c under the
S. W. qr & S. W 1/4 S.W. qr & S. W 1/4
W 1/2 S. W 1/4 S. W. qr Sec 34 T. 8 S.
R 1 E. 140 a (Best track mid descend-
ing Coal) Leases all coal under said
with right to construct and operate mine
road Dwelling &c &c
The Lessors to receive 10 cts per ton for forty feet
Lessee for rent of same until actual
Mining begins when they are to receive
Royalty of 5 cts per ton of merchantable
Coal mined
therefrom to be paid
on the first day of the 2nd succeeding
months his monthly payments
Acknowledged by Lessors on Sept 18 71
before James Booth a J.P. Wm Sts Co. Ill

Sheet No 10

Remarks.

Conveyance No

Lith by Ezra A. Cook Chicago

INSTRUMENT. Assignment of Lease

Consideration	Record Book	PAGE.	DOCKET NO.
$6000	No. 3	No. 532	No.

GRANTOR: F. J. Chapman
Asgill Conner and
Andrew C. Bryden

TO

GRANTEE: Carbondale Coal and Coke Co.

DATE OF INSTRUMENT			DATE OF FILING		
MONTH	DAY	YEAR	MONTH	DAY	YEAR
Oct	29	72	Nov	4	72

LOT	Block

DESCRIPTION OF PROPERTY.

Sec.	Town	Range	Acres

Assigns their Leasehold interests
in the N. W 1/4 S.W. qr and
S W 1/4 S W qr and S W 1/4 N W qr
and W 1/2 S. E. 1/4 S W qr Sec 34
T. 8 S. R. 1 E. and other Lands

Sheet No 1

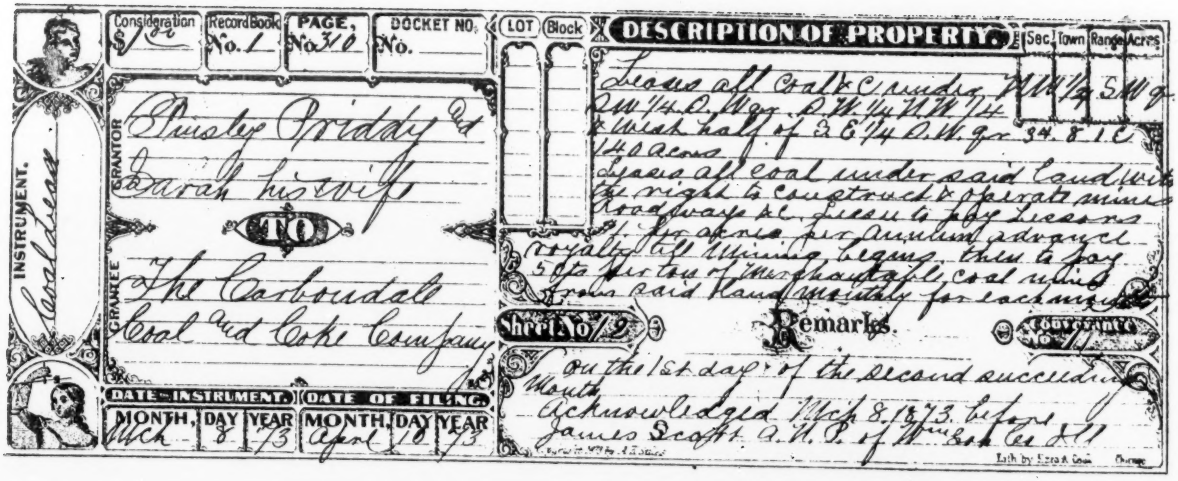
Remarks.

Conveyance No

Acknowledged before D. W. Hamilton
a. N. P. of Jackson Co. Ill. Oct 29. 72.

Lith by Ezra A. Cook Chicago

364



INSTRUMENT. Land Lease

Consideration $ 1.00 | Record Book No. 1 | PAGE. No. 310 | DOCKET NO. No. | LOT | Block

GRANTOR: Thusley Priddy & Sarah his wife

TO

GRANTEE: The Carbondale Coal and Coke Company

DESCRIPTION OF PROPERTY.

Sec.	Town	Range	Acres
34	8	1 E	5 W 1/4

Leases all Coal & C under said Land with the right to construct & operate mine Roadways &c. Pays as per Annulment advanced $1.00 per acre per annum Royalty all Mining begun thereafter to pay 5 cts per ton of Merchantable Coal mined from said Land annually for each ensuing

Sheet No. 2

Remarks.

Conveyance No. 71

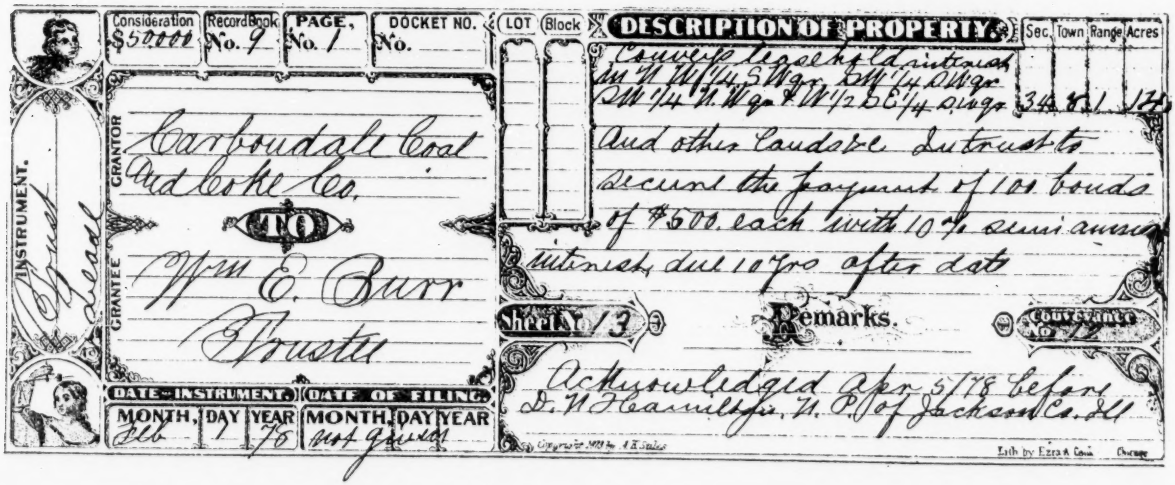
On the 1st day of the second succeeding Month Acknowledged Mch 8. 1873. before James Scott a. N. P. of Williamson Co Ill

DATE OF INSTRUMENT: MONTH Mch | DAY 8 | YEAR 73

DATE OF FILING: MONTH April | DAY 18 | YEAR 73

Copyrighted 1873 by A. T. Andreas

Lith by Ezra A. Cook Chicago



INSTRUMENT. Deed of Trust

Consideration $ 50000 | Record Book No. 9 | PAGE. No. 1 | DOCKET NO. No. | LOT | Block

GRANTOR: Carbondale Coal and Coke Co.

TO

GRANTEE: Wm E. Burr Trustee

DESCRIPTION OF PROPERTY.

Sec.	Town	Range	Acres
34	8	1	174

Conveys the same by Granting clause as in Deed Book 9 Page 1 Deed dated Feb 1st 1876 Recorded Feb 7th 1876 and other Landsare Intrust to secure the payment of 100 bonds of $500. each with 10 % semi annual interest due 10 yrs after date

Sheet No. 3

Remarks.

Conveyance No. 72

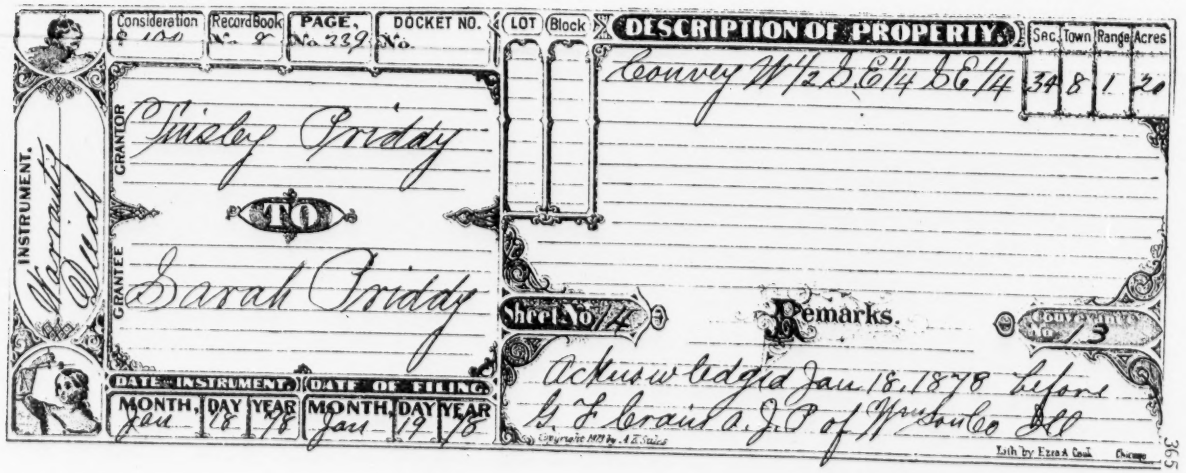
Acknowledged Apr 5 1878 before D. N Hearnsberger N. P. of Jackson Co. Ill

DATE OF INSTRUMENT: MONTH Feb | DAY 1 | YEAR 76

DATE OF FILING: MONTH not given | DAY | YEAR

Copyrighted 1878 by A. T. Andreas

Lith by Ezra A. Cook Chicago



INSTRUMENT. Warranty Deed

Consideration $ 100 | Record Book No. 8 | PAGE. No. 339 | DOCKET NO. No. | LOT | Block

GRANTOR: Thusley Priddy

TO

GRANTEE: Sarah Priddy

DESCRIPTION OF PROPERTY.

Sec.	Town	Range	Acres
34	8	1	20

Conveys W 1/2 S.E 1/4 S.E 1/4

Sheet No. 4

Remarks.

Conveyance No. 73

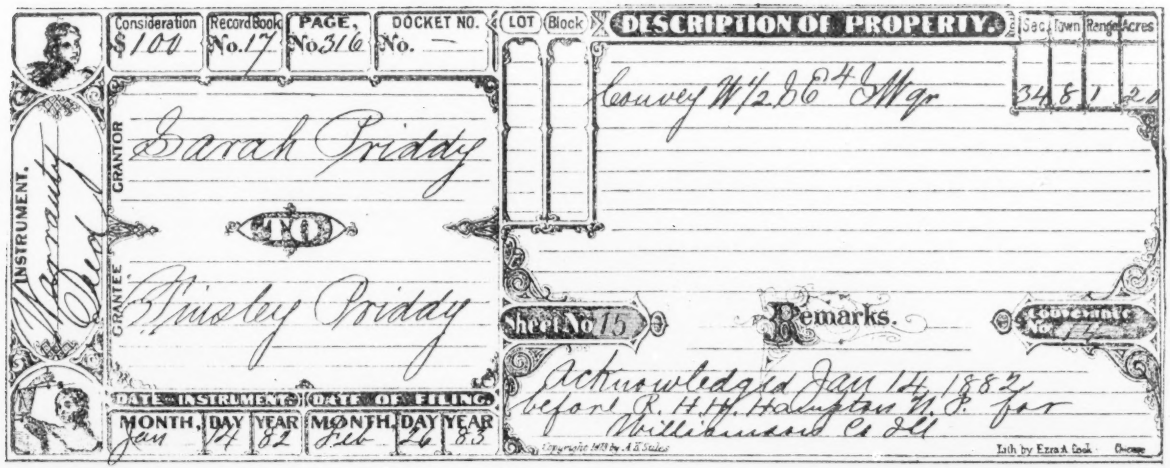
Acknowledged Jan 18. 1878 before G. L Grant a. J. P of Williamson Co Ill

DATE OF INSTRUMENT: MONTH Jan | DAY 18 | YEAR 78

DATE OF FILING: MONTH Jan | DAY 17 | YEAR 78

Copyrighted 1878 by A. T. Andreas

Lith by Ezra A. Cook Chicago



INSTRUMENT. Warranty Deed

Consideration: $100 | Record Book: No. 17 | PAGE: No. 316 | DOCKET NO.: No. —

GRANTOR: Sarah Priddy

TO

GRANTEE: Finsley Priddy

DATE OF INSTRUMENT: MONTH Jan | DAY 14 | YEAR 82

DATE OF FILING: MONTH Feb | DAY 26 | YEAR 83

LOT | Block

DESCRIPTION OF PROPERTY

Description	Sec.	Town	Range	Acres
Conwey W½ SE¼ & W gr	34	8	1	20

Sheet No. 15

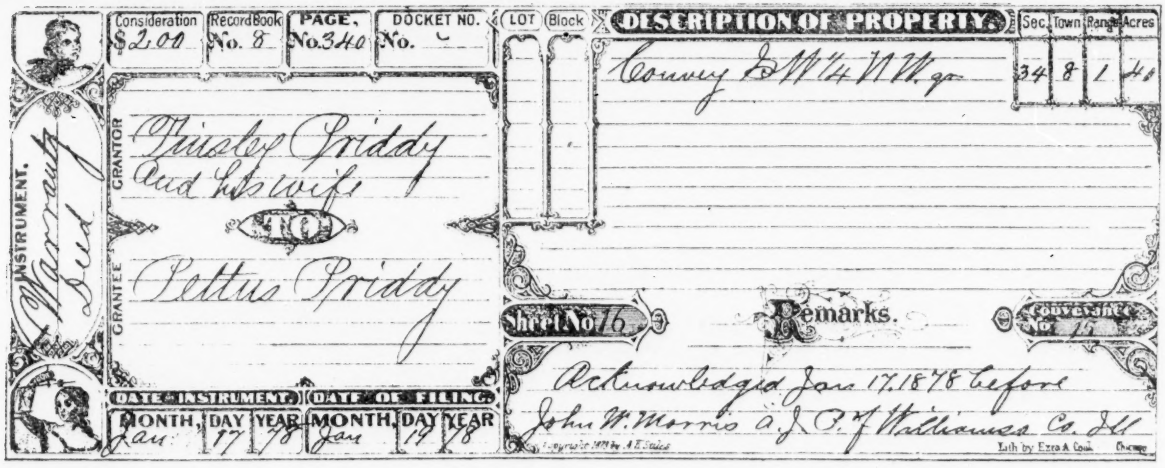
Remarks.

Acknowledged Jan 14, 1882 before R. H. H. Hadgton N. P. for Williamson Co. Ill

Conveyance No. 14

Copyright 1879 by A. B. Stiles

Lith by Ezra A. Cook Chicago



INSTRUMENT. Warranty Deed

Consideration: $200 | Record Book: No. 8 | PAGE: No. 340 | DOCKET NO.: No. —

GRANTOR: Finsley Priddy and his wife

TO

GRANTEE: Pettus Priddy

DATE OF INSTRUMENT: MONTH Jan | DAY 17 | YEAR 78

DATE OF FILING: MONTH Jan | DAY 17 | YEAR 78

LOT | Block

DESCRIPTION OF PROPERTY

Description	Sec.	Town	Range	Acres
Conwey SW¼ NW gr	34	8	1	40

Sheet No. 16

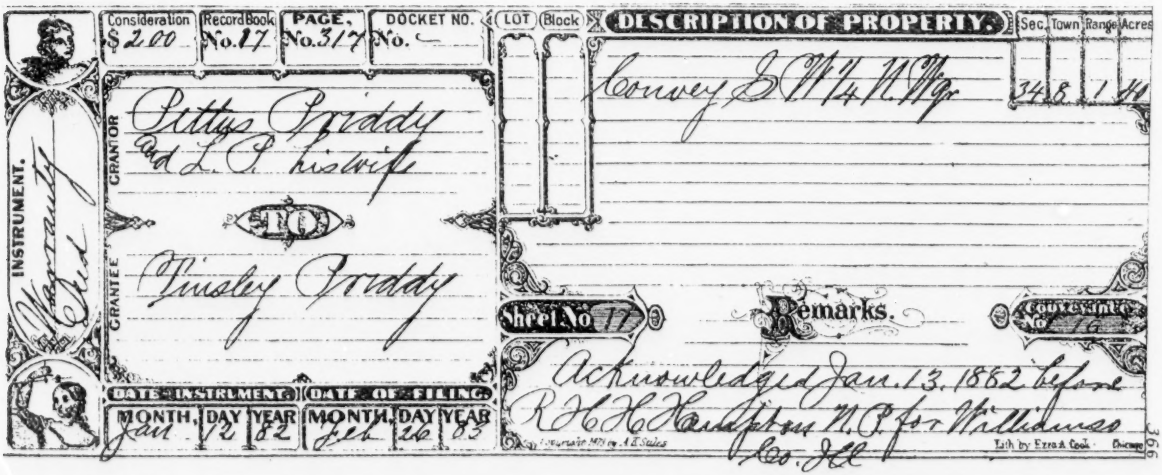
Remarks.

Acknowledged Jan 17, 1878 before John W. Morris a J. P. of Williamson Co. Ill

Conveyance No. 15

Copyright 1879 by A. B. Stiles

Lith by Ezra A. Cook Chicago



INSTRUMENT. Warranty Deed

Consideration: $200 | Record Book: No. 17 | PAGE: No. 317 | DOCKET NO.: No. —

GRANTOR: Pettus Priddy and L. P. his wife

TO

GRANTEE: Finsley Priddy

DATE OF INSTRUMENT: MONTH Jan | DAY 12 | YEAR 82

DATE OF FILING: MONTH Feb | DAY 26 | YEAR 83

LOT | Block

DESCRIPTION OF PROPERTY

Description	Sec.	Town	Range	Acres
Conwey SW¼ NW gr	34	8	1	40

Sheet No. 17

Remarks.

Acknowledged Jan 13, 1882 before R. H. H. Hadgton N. P. for Williamson Co. Ill

Conveyance No. 16

Copyright 1879 by A. B. Stiles

Lith by Ezra A. Cook Chicago

State of Illinois. Williamson County.
In Probate Court April Term. 1885.

In the Matter of the Estate of Tinsley Priddy deceased
The files in said cause show that Tinsley Priddy died intestate

Sheet No. 18 — Conveyance No.

on April 1. 1885. leaving surviving him Sarah Priddy his widow and Pettus. Amanda. Elizabeth Mary. Burke. Catherine. J. William. Ida. Angeline and Abraham Priddy his only Children and only heirs at Law. Sarah Priddy appointed Admrx. on April 13, 1885. and filed her bond the same day which was approved by the Court and Letters of Administration issued to her

State of Illinois
County of Williamson

Sheet No. 19

I ..... do hereby certify that .... I ..... have examined the title of the premises described on sheet No 1 ... of this abstract, and find no conveyance of the same on record in the Recorders office of said County, by either of the parties named herein as grantors or grantees, prior to the date of the record of the instruments made by them respectively, as herein set forth, nor any judgments in any of the Courts of said County, against either of said parties, which are liens upon said land's, or tax sales of said premises remaining Uncancelled of Record, other than herein set forth.

The foregoing abstract consists of 16 ... conveyances and of 19 ... sheets, numbered consecutively from one to 19 ... inclusive.

WITNESS my hand and seal this .... 26th ... day of ..... June ..... A. D. 1886 ... at ... 4 ... o'clock P. M

W. H. Warder
Abstractor of the Records
of said Co.

367

(Endorsed)
Filed July 15. 1886
J. A. Jones Clerk